

STATE OF LOUISIANA

**DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT
DISASTER RECOVERY UNIT**

**REQUEST FOR PROPOSALS
FOR**

**DISASTER RECOVERY GRANT
MANAGEMENT SERVICES**

**RFP SOLICITATION No. 107140-028
DATE PROPOSALS DUE: SEPTEMBER 13, 2010
DATE ISSUED: AUGUST 10, 2010**

TABLE OF CONTENTS

1.0 General Information	1
1.1 Purpose.....	1
1.2 Background.....	1
1.3 Scope of Services.....	1
2.0 Administrative Information.....	1
2.1 Term of Contract	1
2.2 Proposer Inquiries.....	2
2.3 Definitions.....	2
2.4 Schedule of Events.....	3
3.0 Proposal Information	4
3.1 Desired Qualifications of Proposer.....	4
3.2 Determination of Responsibility.....	4
3.3 RFP Addenda.....	5
3.4 Waiver of Administrative Informalities.....	5
3.5 Proposal Rejection/RFP Cancellation.....	5
3.6 Withdrawal of Proposal.....	5
3.7 Subcontracting Information.....	5
3.8 Ownership of Proposal.....	5
3.9 Proprietary Information.....	5
3.10 Cost of Preparing Proposals.....	6
3.11 Errors and Omissions in Proposal.....	6
3.12 Contract Award and Execution.....	6
3.13 Code of Ethics.....	6
3.14 Prohibition of Award	6
4.0 Response Instructions.....	7
4.1 Proposal Submission.....	7
4.2 Proposal Format.....	7
4.3 Cover Letter.....	7
4.4 Technical and Cost Proposal.....	8
4.5 Certification Statement.....	8
5.0 Proposal Content.....	8
5.1 Executive Summary.....	8
5.2 Corporate Background and Experience.....	8
5.3 Proposed Project Staff.....	9
5.4 Approach and Methodology.....	9
5.5 Cost Information	10
6.0 Evaluation and Selection.....	10
6.1 Evaluation Team.....	10
6.2 Administrative and Mandatory Screening.....	10
6.3 Clarification of Proposals.....	10
6.4 Oral Presentations/Discussions May be Required.....	10
6.5 Evaluation and Review.....	11

6.6 <i>Announcement of Contractor</i>	12
7.0 Successful Contractor Requirements	12
7.1 <i>Corporation Requirements</i>	12
7.2 <i>Billing and Payment</i>	12
7.3 <i>Confidentiality</i>	12
Attachment I, Scope of Services	14
Attachment II, Certification Statement	23
Attachment III, Sample Contract	25
Attachment IV, Cost Proposal	51
Attachment V, Disaster Recovery Program Implementation Plan	67
Attachment VI, Sample Task Order	147

1.0 GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the Office of Community Development (herein referred to as the OCD) for the purpose of obtaining grant management services related to Community Development Block Grant (CDBG) Disaster Recovery Programs as outlined in Attachment I, Scope of Services. The OCD is seeking proposals from firms for work in the various Disaster Recovery Programs described in Action Plans and their amendments which were or will be submitted to the U.S. Department of Housing and Urban Development (HUD) and which may be viewed online at <http://www.doa.louisiana.gov/cdbg/DRactionplans.htm>. Additionally, this RFP includes any disaster recovery related programs required after future disasters.

1.2 Background

The State of Louisiana, through the OCD, is receiving funds through the Community Development Block Grant (CDBG) Program for disaster recovery necessary due to Hurricanes Katrina and Rita, as well as funds through the CDBG Program for disaster recovery due to Hurricanes Gustav and Ike. The Louisiana Recovery Authority (LRA), which is statutorily responsible for policy development related to federal hurricane recovery funding, has submitted and received approval for a comprehensive action plan for disaster recovery including state and local government infrastructure improvement programs, economic development programs, and housing programs. CDBG funds for disaster recovery are overseen and managed by the OCD.

The use of the CDBG disaster recovery funds is detailed in Action Plans that are submitted to HUD and subject to acceptance by HUD. In order for the OCD to implement the programs associated with the Action Plans, the OCD will require the assistance of a firm (or firms) to provide disaster recovery grant management services which includes assisting local governments, school districts, and state agencies comply with CDBG rules and regulations along with providing Architectural/Engineering (A/E) reviews as outlined in Attachment I, Scope of Services.

1.3 Scope of Services

Attachment I details the scope of services and deliverables or desired results that the OCD requires of the selected Proposer(s).

2.0 ADMINISTRATIVE INFORMATION

2.1 Term of Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about the date given in Section 2.4, Schedule of Events and to continue for three years. The contract may be extended to the maximum legal time limit upon receiving required approvals, including, if necessary, that of the Joint Legislative Committee on the Budget. The payment schedule will

remain the same for the first three years of the contract. After the first three years, for each succeeding year of the contract, the hourly rates will be increased by the amounts of the latest Consumer Price Index¹. The selected Proposer(s) will be required to execute task orders for the work as negotiated with the OCD.

2.2 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator as listed below. All contacts concerning this RFP must be directed to the RFP Coordinator below.

Ward S. Filgo, P.E.
Disaster Recovery Engineer
Office of Community Development

Physical address:

150 Third Street, Suite 500
Baton Rouge Louisiana 70801

Mailing address:

Post Office Box 94095
Baton Rouge, Louisiana 70804-9095

225-342-1725

ward.filgo@la.gov

The OCD will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by 4:00 pm Central Daylight Time on the date specified in the Schedule of Events. The OCD reserves the right to modify the RFP should a change be identified that is in the best interest of the OCD.

Official responses to all questions submitted by potential proposers will be posted on the date specified in the Schedule of Events on the Louisiana Procurement and Contract (LaPac) Network, <http://wwwprd.doa.louisiana.gov/OSP/LaPAC/pubmain.asp>. Only Ward Filgo has the authority to officially respond to Proposer's questions on behalf of the OCD. Any communications from any other individuals are not binding to the OCD.

2.3 Definitions

A/E – Architectural/Engineering

CDBG – Community Development Block Grant – a federal program that provides communities with resources to address a wide range of unique community development needs.

CFR – Code of Federal Regulations

¹ The term “Consumer Price Index” or “CPI” shall mean the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, South Urban Area, All Items, 1982-84=100 base period.

E.O. – Executive Order

ERR – Environmental Review Record

FEMA – Federal Emergency Management Agency

Grantee – A public entity that has received an allocation of disaster recovery funds from the OCD. A Cooperative Endeavor Agreement must be executed between the Grantee and the OCD prior to the Grantee receiving funds. A Grantee is usually a parish, city, town, or village, but can be a State agency or other organization.

HUD – U.S. Department of Housing and Urban Development

LAC – Louisiana Administrative Code

OCD – The State of Louisiana’s Office of Community Development established within the Division of Administration and charged with administering expenditures for disaster recovery and monitoring federal disaster funds spent by the State.

RFP – Request for Proposals

R.S. – Revised Statute

Section 3 – Section 3 of the Housing and Urban Development Act of 1968, as amended.

Section 504 – Section 504 of the Rehabilitation Act of 1973, as amended.

Subrecipient – An organization that has received disaster recovery funds through an arrangement with a Grantee. An agreement must be executed between the subrecipient and the Grantee prior to the subrecipient receiving funds. A subrecipient is usually a non-profit or not-for-profit, but can also be a municipality or other organization.

2.4 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	August 10, 2010
Deadline for receipt of written inquiries	August 23, 2010
Issue responses to written inquiries	August 30, 2010
Deadline for receipt of proposals	September 13, 2010
Announce award of Contractor selection	September 27, 2010
Contract execution	October 27, 2010

NOTE: The OCD reserves the right to change this schedule of RFP events, as it deems necessary.

3.0 PROPOSAL INFORMATION

3.1 Desired Qualifications of Proposer

Proposers should meet the following desired qualifications:

The Proposer should have experience in and be able to demonstrate a working knowledge of the regulations, statutes, policies, and procedures related to grants funded by HUD Community Development Block Grant Programs, including but not limited to application preparation and amendments, record keeping systems, financial management, citizen participation, procurement, residential anti-displacement, Section 504, fair housing, Equal Employment Opportunity requirements, Section 3, labor compliance, property acquisition, compliance monitoring, and project closeout. The firm should also have the capability of assisting CDBG grant recipients with FEMA funding processes.

The Proposer/Team should include employees who have a working knowledge of engineering design and construction.

The Proposer should have a history of working with local and/or state and/or federal government.

The Proposer should demonstrate the ability to work on multiple concurrent programs/projects with a wide variety of scope, including but not limited to construction activities such as commercial buildings, institutional buildings, roadways, utilities, and drainage as well as economic development and other community development activities.

3.2 Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. The OCD must find that the selected proposer:

Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;

Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;

Is able to comply with the proposed or required time of delivery or performance schedule;

Has a satisfactory record of integrity, judgment, and performance; and

Is otherwise qualified and eligible to receive an award under applicable laws and regulations. Proposers should ensure that their proposals contain sufficient information for the OCD to make its determination by presenting acceptable evidence of the above to perform the contracted services.

3.3 RFP Addenda

The OCD reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time.

3.4 Waiver of Administrative Informalities

The OCD reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

3.5 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by the OCD to award a contract. The OCD reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the OCD's best interest.

3.6 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

3.7 Subcontracting Information

The OCD shall have one or more selected Proposers as the result of any contract negotiation, and that selected Proposer(s) shall be responsible for deliverables specified in the RFP and proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however, they should acknowledge in their proposals total responsibility for the entire contract. If the Proposer intends to subcontract for portions of the work, the Proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP is also required for each subcontractor.

Unless provided for in the contract with the OCD, the selected Proposer(s) shall not contract with any other party for any of the services herein contracted without the express prior written approval of the OCD.

3.8 Ownership of Proposal

All materials submitted in response to this request shall become the property of the OCD. Selection or rejection of a proposal does not affect this right.

3.9 Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.10 Cost of Preparing Proposals

The OCD shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the OCD.

3.11 Errors and Omissions in Proposal

The OCD will not be liable for any errors in proposals. The OCD reserves the right to make corrections or amendments due to errors identified in proposals by the OCD or the Proposer. The OCD, at its option, has the right to request clarification or additional information from the Proposers.

3.12 Contract Award and Execution

The OCD reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received. The OCD also reserves the right to enter into discussions with Proposers and to seek Best and Final Offers from Proposers in an effort to select the most advantageous proposal for the OCD. The OCD reserves the right to contract with one or more Proposers for all or a partial list of services offered in the proposal. The RFP and proposal of the selected Proposer shall become part of any contract initiated by the OCD.

The selected Proposer(s) shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment III. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer(s).

If the contract negotiation period exceeds 30 days or if the selected Proposer(s) fails to sign the final contract within 10 business days of delivery, the OCD may elect to cancel the award and award the contract to the next-highest-ranked Proposer(s).

3.13 Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

3.14 Prohibition of Award

In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid form, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services

procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before 3:00 pm Central Daylight Time on the date specified in the Schedule of Events. FAX or e-mail submissions are not acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the Proposer's expense to:

Ward S. Filgo, P.E.
Office of Community Development
Post Office Box 94095
Baton Rouge, Louisiana 70804-9095

For courier delivery, the street address is Office of Community Development, State Office Building, 150 Third Street, 5th floor and the telephone number is 225-219-9600. It is solely the responsibility of each Proposer to ensure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

The OCD requests that ~~six~~ copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one copy of the proposal should contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if Proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

4.2 Proposal Format

Proposers should respond to this RFP with a Technical Proposal including a cost schedule as given in Attachment IV.

4.3 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer. The cover letter should include:

- a. A brief statement of the Proposer's understanding of the scope of the work to be performed;
- b. A confirmation that the Proposer has not had a record of substandard work within the last five years;

- c. A confirmation that the Proposer has not engaged in any unethical practices within the last five years;
- d. A confirmation that, if awarded the contract, the Proposer acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract;
- e. Any other information that the Proposer deems appropriate;
- f. The signature of an individual who is authorized to make proposals of this nature in the name of the Proposer submitting the proposal.

4.4 Technical and Cost Proposal

Proposals should be submitted as specified in Section 5, and should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

4.5 Certification Statement

The Proposer must sign and submit the Certification Statement shown in Attachment II.

5.0 PROPOSAL CONTENT

5.1 Executive Summary

This section should serve to introduce the scope of the proposal. It should include administrative information including, at a minimum, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the OCD's overall requirements in the timeframes set by the agency. It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied. The Proposer must address the specific language in Attachment III Sample Contract, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

5.2 Corporate Background and Experience

The Proposer should give a brief description of their company including a brief history, full legal name, corporate structure and organization, date of establishment, number of years in business, current firm ownership, any recent and/or materially significant proposed change in ownership, and copies of its latest three years of financial statements, preferably audited.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size

and diversity with references from previous clients including names, telephone numbers, and email addresses.

The Proposer should also provide any information uniquely relevant in evaluating the experience of the Proposer's to handle the proposed work and describe the Proposer's presence in and commitment to Louisiana.

The selected Proposer(s) will be required to furnish proof of the following insurance coverages: Commercial General Liability Insurance: including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Professional Liability Insurance: combined single limits of no less than \$1,000,000.

Licensed and Non-Licensed Motor Vehicles: combined single limits of no less than \$1,000,000.

Subcontractor's Insurance: The Proposer shall require that any and all subcontractors, which are not protected under the Proposer's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Proposer.

5.3 Proposed Project Staff

The Proposer should provide detailed information about the experience and qualifications of all the Proposer's personnel likely to be assigned to this project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, telephone number, and email address) should be provided for the cited projects in the individual resumes.

In addition, using the job classifications given in Attachment IV, Cost Proposal, the Proposer should list the number of employees/subcontractor employees available to work on projects covered by the Scope of Services given in Attachment I.

5.4 Approach and Methodology

The following information about functional roles and responsibilities for this project is attached: Attachment V, Disaster Recovery Program Implementation Plan – this document describes the various steps used by the current Consultants for disaster recovery.

Attachment VI, Sample Task Order – a negotiated instrument describing the scope of work, deliverables, budget, and schedule for disaster recovery activities.

Because of the scope and complexity of the possible activities in this contract, task orders will be executed for the various activities. Payment for task orders will be based on the actual hours worked subject to the Maximum Task Order Budget. Only hourly rates included in the final version of Attachment IV, Cost Proposal will be paid. No expenses, including travel expenses, will be paid under the contract. Travel time will be paid for travel between in-state offices and Grantee locations.

The proposal should include:

- a. the Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the OCD,
- b. a description of the Proposer's approach to project management and quality assurance, and
- c. approaches/methodologies for delivering the project including proposed organizational structure and staffing strategies, i.e. use of job classifications to optimize cost/quality.
- d. office location of proposed staff. Note that the selected Proposer assigned the Orleans Parish disaster recovery programs will be required to have/open an Orleans area office.

5.5 *Cost Information*

The Proposer shall fill out Attachment IV, Cost Proposal in its entirety and include it in the proposal. No expenses, including travel expenses, will be paid under the contract. Travel time will be paid for travel between in-state Proposer offices and Grantee/OCD locations.

6.0 EVALUATION AND SELECTION

6.1 *Evaluation Team*

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the OCD, which will determine the proposal(s) most advantageous to the OCD, taking into consideration price and the other evaluation factors set forth in the RFP.

6.2 *Administrative and Mandatory Screening*

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

THE OCD MAY REJECT ANY OR ALL PROPOSALS AND MAY OR MAY NOT WAIVE ANY IMMATERIAL DEVIATION OR DEFECT IN A PROPOSAL. The OCD's waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the Proposer from full compliance with the RFP requirements and will not preclude the OCD from penalizing the proposal by a reduction in score.

6.3 *Clarification of Proposals*

The OCD reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

6.4 *Oral Presentations/Discussions May be Required*

The OCD, at its sole discretion, may require all proposers reasonably susceptible of being selected for the award to provide an oral presentation of how it proposes to meet the OCD's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

The OCD reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial proposals received.

If oral presentations are required, all Proposers providing oral presentations will be required to submit another Attachment IV, Cost Proposal, their best and final offer. These proposals will be re-scored using the same grading criteria in Section 6.5 below.

6.5 Evaluation and Review

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

Criteria	Maximum Score
1. Experience	25
2. Staff Qualifications	25
3. Approach and Methodology	25
4. Cost	25
Total Score	100

The Evaluation Team will compile the scores and make a recommendation to the OCD's Executive Director on the basis of the responsive and responsible Proposer with the highest score.

The following criteria will be considered in evaluating each proposal:

1. Experience: The experience of the Proposer in general, and, in particular, as involved in work for municipalities, states, and/or other governmental entities.
2. Staff Qualifications: The qualifications of personnel of the Proposer who will be responsible for overseeing and performing the work requested in the RFP.
3. Approach and Methodology: The approach to project management and quality assurance will be reviewed. Consideration will be given to the proximity of proposed staff to the likely disaster recovery program areas.
4. Cost: Cost will be graded in accordance with Attachment IV, Cost Proposal using the total weighted hourly rates. Attachment IV must be filled out completely, including all job classifications. The cost points will be awarded on the basis of the following formula:

$(A/B) \times C = D$ where B is the total weighted hourly rate being graded, A is the lowest proposed total weighted rate of all proposals received, C is the maximum costs points, and D is the number of cost points awarded.

6.6 *Announcement of Contractor*

The OCD will notify the selected Proposer(s) and proceed to negotiate terms for final contract. Proposers not selected will be notified in writing accordingly. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 *Corporation Requirements*

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

The Contractor, and each tier of subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth in 24 CFR part 24.

7.2 *Billing and Payment*

Billing and payment terms will be monthly invoicing based on executed task orders and monthly payments based on hourly rates given in Attachment IV, Cost Proposal.

7.3 *Confidentiality*

All financial, statistical, personal, technical and other data and information relating to the OCD's operation which are designated confidential by the OCD and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the OCD. The identification of all such confidential data and information as well as the OCD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the OCD in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the OCD to be adequate for the protection of the OCD's confidential information, such methods and procedures may be used, with the written consent of the OCD, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is

already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the OCD.

ATTACHMENT I: SCOPE OF SERVICES

1 Overview

The selected Proposer(s) will work with OCD staff and its agents to provide grant management services to OCD on matters that may arise in connection with the planning, development, redevelopment, and revitalization of Louisiana. Services provided will be in compliance with HUD and other applicable regulations. Selected Proposer(s) will maintain accurate accounting records and other evidence pertaining to costs incurred in providing services and make such records available to OCD, state, and federal auditors at all reasonable times during the contract period and for five (5) years after the date of the final payment to the selected Proposer(s) under the contract.

Note that the selected Proposer assigned the Orleans Parish disaster recovery programs will be required to have/open an Orleans area office.

The selected Proposer(s) will provide these services relative to the following programs and other programs as needed:

Long Term Community Recovery Program: Provides funding to parishes and municipalities for implementation of local long-term recovery plans in the most heavily impacted areas of the state. The current allocation is \$700 million. Generally, the selected Proposer(s) will assist OCD by working directly with Grantees to develop/revise long term recovery plans, prepare project descriptions, prepare project applications, observe and track the bidding and pre-construction process, observe and track construction activities, and prepare project and program closeout documents.

It is anticipated that on October 30, 2010 the status of the Long Term Community Recovery Program will be as follows:

Pre-Application and Application Phases	100% complete
Project Development and Bidding/Pre-Construction Phases	25% complete
Construction Phase	10% complete
Project Closeout Phase	0% complete

Primary and Secondary Education Program: Provides funding for school districts for work that is ineligible under the FEMA Public Assistance Program. The current allocation is \$247.5 million. Generally, the selected Proposer(s) will assist OCD by working directly with the school districts to develop/revise project priority lists, prepare project descriptions, prepare project applications, observe and track the bidding and pre-construction process, observe and track construction activities, and prepare project and program closeout documents.

It is anticipated that on October 30, 2010 the status of the Primary and Secondary Education Program will be as follows:

Pre-Application and Application Phases	100% complete
Project Development and Bidding/Pre-Construction Phases	50% complete
Construction Phase	40% complete

Project Closeout Phase	10% complete
------------------------	--------------

Local Government Emergency Infrastructure Program: Provides funding to state agencies, parishes, and municipalities for disaster recovery projects. The current allocation is \$95 million. Generally, the selected Proposer(s) will assist OCD by working directly with Grantees to prepare project descriptions, prepare project applications, observe and track the bidding and pre-construction process, observe and track construction activities, and prepare project and program closeout documents.

It is anticipated that on October 30, 2010 the status of the Local Government Emergency Infrastructure Program will be as follows:

Pre-Application and Application Phases	100% complete
Project Development and Bidding/Pre-Construction Phases	75% complete
Construction Phase	55% complete
Project Closeout Phase	40% complete

Fisheries Infrastructure Program: Provides funding to eligible entities for projects that improve the viability and long-term sustainability of the commercial and recreational fisheries of coastal Louisiana. The current allocation is \$28.75 million. Generally, the selected Proposer(s) will assist OCD by working directly with Grantees to prepare project descriptions, prepare project applications, observe and track the bidding and pre-construction process, observe and track construction activities, and prepare project and program closeout documents.

It is anticipated that on October 30, 2010 the status of the Fisheries Infrastructure Program will be as follows:

Pre-Application and Application Phases	90% complete
Project Development and Bidding/Pre-Construction Phases	60% complete
Construction Phase	10% complete
Project Closeout Phase	0% complete

Low Income Housing Tax Credit (LIHTC) CDBG Piggyback Program [Labor Compliance only]: Provides funding to support affordability for especially low-income Louisianans in properties receiving Gulf Opportunity Zone low income housing tax credits. When CDBG funds are used for construction, all CDBG labor compliance requirements (Davis-Bacon and Related Acts) apply. Generally, the selected Proposer(s) will assist OCD by obtaining proper wage rates, verifying labor related postings, reviewing certified payrolls, obtaining additional labor classifications, conducting on-site interviews, ensuring that needed corrections are made, and maintaining documentation of Federal labor standards administration and enforcement activities.

It is anticipated that the Piggyback Program may require assistance with labor compliance activities on construction contracts totaling \$400 - \$500 million.

2 *Tasks and Services*

PRE-APPLICATION PHASE

1. Conduct meetings with Grantees to discuss roles and responsibilities of all involved parties, communicate CDBG and OCD requirements, discuss opportunities to blend/leverage other funds, and evaluate the eligibility of proposed project(s).
2. Assist Grantees in complying with CDBG requirements as applicable including record keeping system, Cooperative Endeavor Agreement(s), financial management, citizen participation, procurement, residential anti-displacement, Section 504, fair housing, EEO, Section 3, and labor compliance.
3. Assist Grantees with the preparation of a pre-application project description package and necessary amendments. The pre-application project description package consists of a project description form, proposed national objective(s), proposed eligible activities, selected Proposer(s)'s justification and recommendation, risk assessment, and other relevant information. The purpose of the project description process is to determine if a project should proceed to the application phase.
4. Verify adoption of the latest base flood elevations and statewide building codes.
5. Assist Grantees regarding CDBG/OCD requirements and facilitate communication among all involved parties.

APPLICATION PHASE

1. Assist Grantees with procurement of professional and other services. Provide review of contracts, provide cost reasonableness analysis, verify contractor eligibility, and document CDBG compliance.
2. Assist Grantees with application development, completion, and amendments. Develop and/or review budget/cost summary form, supplemental information, program schedule, activity beneficiary form, target area and project maps, project description, cost estimates, other funds supplemental documentation, proofs of publication, statement of assurances, and initial disclosure report.
3. Initiate the ERR process once OCD has approved the project description package and coordinate work with OCD's environmental contractor.
4. Assist Grantees in complying with CDBG requirements as applicable including: record keeping system, Cooperative Endeavor Agreement(s), financial management, citizen participation, procurement, residential anti-displacement, Section 504, fair housing, EEO, Section 3, and disclosure reporting.
5. Maintain electronic and hard copy records, process document requests, and upload documents to OCD's web-based document storage system.
6. Assist Grantees regarding CDBG/OCD requirements and facilitate communication among all involved parties.

PROJECT DEVELOPMENT PHASE

1. Assist Grantees with preparation and submittal of application revisions, if required.

2. Track the ERR process based upon information provided by others.
3. Provide compliance reviews of A/E plans, specifications, and cost estimates during the design process for conformance with approved project scope and budget and inclusion of required CDBG provisions.
4. Assist Grantees with compliance issues and notify when projects may proceed to bid (includes plan/spec review and ERR clearance).
5. Assist Grantees with procurement of professional and other services. Provide review of contracts, provide cost reasonableness analysis, verify contractor eligibility, and document CDBG compliance.
6. Provide financial management and review of Requests for Payment. Provide technical assistance during the preparation, submission, and tracking of Requests for Payments and facilitate the reimbursement process.
7. Maintain electronic and hard copy records, process document requests, and upload documents to OCD's web-based document storage system.
8. Assist Grantees in complying with CDBG requirements as applicable including: record keeping system, Cooperative Endeavor Agreement(s), financial management, citizen participation, procurement, residential anti-displacement, Section 504, fair housing, EEO, Section 3, property acquisition, and disclosure reporting.
9. Assist Grantees regarding CDBG/OCD requirements and facilitate communication among all involved parties.

BIDDING/PRE-CONSTRUCTION PHASE

1. Assist Grantees during advertisement of bids with proofs of publication, minority and female goals, ten-day call, review of addenda, and advertisement procedural requirements.
2. Assist Grantees during the bid opening/evaluation process with bid opening, evaluation of bids, bid award, procurement requirements, contractor eligibility, and cost reasonableness analysis.
3. Assist Grantees in resolving bid issues related to bids exceeding budget, rejected bids, etc.
4. Assist Grantees during contract execution and pre-construction activities with notice of award, notice to proceed, pre-construction conference, construction contractor's initial schedule, schedule of values, and labor compliance requirements.
5. Provide financial management and review of Requests for Payment. Provide technical assistance during the preparation, submission, and tracking of Requests for Payments and facilitate reimbursement process.
6. Maintain electronic and hard copy records, process document requests, and upload documents to OCD's web-based document storage system.
7. Assist Grantees in complying with CDBG requirements as applicable including: record keeping system, Cooperative Endeavor Agreement(s), financial management, citizen participation, procurement, residential anti-displacement, Section 504, fair housing, EEO, Section 3, property acquisition, and disclosure reporting.
8. Assist Grantees regarding CDBG/OCD requirements and facilitate communication among all involved parties.

CONSTRUCTION PHASE

1. Provide technical assistance during construction and limited on-site observation and tacking including occasional attendance at construction progress and other key meetings, and occasional construction site inspections.
2. Assist Grantees with CDBG and OCD program requirements for the construction process and documentation including construction inspection reporting, substantial completion, and final completion.
3. Review change orders for changes outside the scope of the approved application, changes that affect the ERR, changes that affect project beneficiaries, and cost reasonableness.
4. Assist Grantees with Davis-Bacon and related Acts, labor standards, and Section 3 compliance including occasional on-site wage interviews, certified payroll review, facilitation in resolving labor violations, documentation of wage decision, required labor related jobsite postings, additional labor classifications, and required reporting.
5. Provide financial management and review of Requests for Payment. Provide technical assistance during the preparation, submission, and tracking of Requests for Payments and facilitate reimbursement process.
6. Assist Grantees with procurement of professional and other services, if any. Provide review of contracts, provide cost reasonableness analysis, verify contractor eligibility, and document CDBG compliance.
7. Maintain electronic and hard copy records, process document requests, and upload documents to OCD's web-based document storage system.
8. Assist Grantees in complying with CDBG requirements as applicable including: record keeping system, Cooperative Endeavor Agreement(s), financial management, citizen participation, procurement, residential anti-displacement, Section 504, fair housing, EEO, Section 3, property acquisition, and disclosure reporting.
9. Assist Grantees regarding CDBG/OCD requirements and facilitate communication among all involved parties.

PROJECT CLOSEOUT PHASE

1. Prepare and submit the Project Completion Report including citizen participation information, grant progress form, program beneficiary form, applicant data form, housing opportunities form, miscellaneous information form, and Section 3 report.
2. Conduct performance and final project closeout activities.
3. Assist the Grantees with completing and submitting the Certificate of Completion.
4. Assist the Grantees with the Final Wage Compliance Report.
5. Assist Grantees with Section 504 reporting, fair housing reporting, EEO reporting, and updated disclosure report.
6. Finalize financial management and review of Requests for Payments. Provide technical assistance during the preparation, submission, and tracking of Requests for Payments and facilitate the reimbursement process for final payment.
7. Finalize electronic and hard copy records, process document requests, and confirm that all documents have been uploaded to the OCD's web-based document storage system.

8. Assist Grantees regarding CDBG/OCD requirements and facilitate communication among all involved parties.

PROGRAM CLOSEOUT PHASE

Similar to Project Closeout Phase except that activities are on a Grantee-level closeout rather than a project-level closeout.

REPORTING AND PROGRAM CONTROLS

1. Provide a functional organization structure with proper administrative oversight.
2. Submit monthly invoices including individual time sheets, if required, and evidence indicating the percent of work complete for each task order.
3. Submit monthly reports indicating the status of projects.

OTHER PROGRAMATIC SERVICES

The selected Proposer(s) will be involved with other CDBG programs that do not involve construction. Examples include economic development, homeowner assistance, and other similar community development activities. In these instances, the selected Proposer(s) will provide program compliance assistance to the OCD, Grantees, and subrecipients.

OTHER

The OCD has established a web-based document storage system which is populated with various documents developed by Grantees and others to show that all areas of CDBG and OCD compliance have been achieved. The system includes a dashboard application that graphically displays program statistics and status. The OCD will host the system and make it available to the selected Proposer(s) and other authorized users via the Internet. The selected Proposer(s) will be required to upload documents to the system.

One of the selected Proposer(s) will be selected to perform the following duties with respect to the OCD Data Storage Website:

1. Update and maintain existing end user documentation, tutorials, and frequently asked questions. Develop new end user materials if necessary due to program or policy changes.
2. Manage and maintain document files and folders. Add and remove file folders; change file structure as the program progresses.
3. Monitor and manage file types for compatibility.
4. Manage and maintain user access privileges and work groups. The selected Proposer's responsibility extends to all users of the website, including OCD, HUD, parish officials, and others requiring access.
 - a. Monitor usage and changes with user accounts.
 - b. Manage permission level changes with user and group accounts.
 - c. Create new users and/or groups as program progresses.

- d. Remove user and/or group accounts with exiting personnel.
5. Provide end user assistance as follows:
- a. Delete incorrectly uploaded files.
 - b. Manage and edit folder names for end users.
 - c. Manage check out status with document libraries.
 - d. Provide folder and file listings to users upon request.
 - e. Analyze, cleanse, and reconcile OCD and internal program data; upload results to dashboard application.
6. Other activities as required.

The OCD is not responsible for providing desktop hardware or software, peripheral equipment, or user Internet connectivity.

3 *Deliverables*

Requests for services from the OCD will come in the form of task orders which will describe the scope of work, deliverables, budget, and schedule. The completion of each task order shall constitute a separate deliverable.

4 *Functional Requirements*

The OCD has received CDBG funds to implement programs to aid in the State's recovery from Hurricanes Katrina and Rita. The use of the CDBG funds is detailed in Action Plans that may be viewed at <http://www.doa.louisiana.gov/cdbg/DRActionplans.htm>. The OCD requires the assistance of a contractor(s) with performing grant management and other services relative to Disaster Recovery Programs. The OCD requires subject matter experts in the federal grants management field, as well as personnel available to assist both the OCD and their Grantees in implementing the recovery programs and maintaining compliance with all state and federal requirements.

5 *Project Requirements*

The selected Proposer(s) will provide the following:

- a. Program Management: Oversight of all program activities is to be performed by the program manager(s). Day-to-day direction, guidance, and decision making is to be performed by the project manager(s) and assistant project managers.
- b. Reporting: The specific reporting requirements will be as directed in each task order but will generally consist of a monthly task order tracking report to include percent work complete and amount of fees invoiced to date and a monthly project tracking report to include project status, actions taken, next steps, estimated project costs, significant process dates, and other pertinent information.
- c. Work Progress: The OCD may require formal quarterly conferences to discuss the progress of the work, problems encountered, and proposed solutions.

The Proposer will be required to provide adequate staffing in number and qualifications to successfully complete the Scope of Services in a timely fashion. The Proposer will be responsible for the management of staff and subcontractors and all personnel issues related thereto. The OCD will provide direction with respect to program implementation, including policies and program guidance and procedures; however, the selected Proposer(s) will be responsible for their own internal processes to meet the OCD's program requirements.

ATTACHMENT II: CERTIFICATION STATEMENT

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The OCD requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to the OCD or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

The information contained in its response to this RFP is accurate;

Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;

Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.

Proposer's quote is valid for at least 90 days from the date of proposal's signature below;

Proposer understands that if selected as the selected Proposer, he/she will have 10 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT III: SAMPLE CONTRACT

CONSULTING SERVICES CONTRACT FOR
LOUISIANA COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM
between the
STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT
and

This Agreement (hereinafter referred to as the "Agreement" or "Contract") is entered into by and between _____ ("Consultant"), represented herein by _____, its _____, and the STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, OFFICE OF COMMUNITY DEVELOPMENT ("OCD"), represented herein by Robin Keegan, Executive Director. Consultant and the OCD may sometimes hereinafter be collectively referred to as the "Parties" and individually as a "Party."

I. SCOPE OF SERVICES

A. Goals and Objectives

The State of Louisiana, through the OCD, is administering the Community Development Block Grant ("CDBG") Program for disaster recovery necessary due to hurricanes Katrina, Rita, Gustav, Ike and future disasters (the "Program"). The OCD is retaining the services of Consultant to assist it and recipients to which it awards CDBG funds ("Grant Recipients") in the effective and expeditious implementation of the Program and of individual CDBG grants awarded to Grant Recipients by the OCD ("Projects" or "Project"). As outlined in detail below, Consultant will perform certain tasks ("Services") for the OCD, including but not limited to assisting the OCD and/or Grant Recipients in program design, the pre-application process, the application process, project development, bidding and pre-construction, construction, and closeout.

B. Statement of Work

1. It is contemplated that Consultant will, from time to time, be requested by the OCD, through its duly authorized representatives, to perform certain Services for the OCD in furtherance of the grant management activities set forth below. Each request will be in the form of a document authorizing the completion of certain Services (a "Task Order") and shall describe in detail the Services to be performed by Consultant, including a task description, a maximum compensation amount, and a proposed schedule for delivery of Services. All Services provided

by the Consultant under any Task Order shall be governed by the terms and conditions of this Agreement. At the inception of this Agreement, the method of compensation shall be on a time basis using the rates set forth on the Rate Schedule attached to this Agreement as Exhibit A.

2. In the event that a Task Order is approved and signed by both Parties, the provisions of this Agreement shall govern all Services performed under the Task Order and the relationship of the Parties relating to or arising out of the Services performed under the Task Order. In each instance, the designation of Services to be performed, the maximum compensation amount for those Services and the method of compensation to be paid by the OCD to Consultant shall be agreed to by the Parties in writing. Once executed by the Parties, a Task Order may be amended by a writing signed by both Parties. The OCD may terminate any Task Order at any time prior to completion in accordance with the terms of this Agreement and without prejudice to the rights of Consultant for payment for all authorized Services provided to the OCD prior to the effective date of termination.
3. The execution of this Agreement is not intended nor shall it be construed to obligate the OCD to request any specific Services or amount of Services from the Consultant under any Task Order. The OCD retains the right to request whatever scope or level of Services as it deems appropriate under a Task Order, so long as the Services are within the scope of and are subject to the terms, conditions and limitations of this Agreement.
4. Consultant will begin to provide particular Services described in each Task Order at such time as shall be agreed upon between the Parties. Consultant will perform all such Services in a good and workmanlike manner and to the full and complete satisfaction of the OCD.
5. In accordance with instructions given by the OCD through specific Task Orders, Consultant shall do and perform Services including but not limited to:

PROGRAM DESIGN ASSISTANCE

Consultant will assist the OCD in developing mechanisms necessary for implementation of the Program and individual Projects, including, but not limited to:

- i. an execution plan that defines the flow of documents, information, and authorities necessary for Program implementation;
- ii. a project management plan that sets forth how Projects will be managed and how the necessary documents and information, including financial management documents, for Projects will be acquired, stored, transferred, and accessed; and

- iii. a training program to educate the OCD and Consultant personnel on the use of Program documents, processes, and procedures.

PRE-APPLICATION PHASE

1. Conduct meetings with Grantees to discuss roles and responsibilities of all involved parties, communicate CDBG and OCD requirements, discuss opportunities to blend/leverage other funds, and evaluate the eligibility of proposed project(s).
2. Assist Grantees in complying with CDBG requirements as applicable including record keeping system, Cooperative Endeavor Agreement(s), financial management, citizen participation, procurement, residential anti-displacement, Section 504, fair housing, EEO, Section 3, and labor compliance.
3. Assist Grantees with the preparation of a pre-application project description package and necessary amendments. The pre-application project description package consists of a project description form, proposed national objective(s), proposed eligible activities, Consultant's justification and recommendation, risk assessment, and other relevant information. The purpose of the project description process is to determine if a project should proceed to the application phase.
4. Verify adoption of the latest base flood elevations and statewide building codes.
5. Assist Grantees regarding CDBG/OCD requirements and facilitate communication among all involved parties.

APPLICATION PHASE

1. Assist Grantees with procurement of professional and other services. Provide review of contracts, provide cost reasonableness analysis, verify contractor eligibility, and document CDBG compliance.
2. Assist Grantees with application development, completion, and amendments. Develop and/or review budget/cost summary form, supplemental information, program schedule, activity beneficiary form, target area and project maps, project description, cost estimates, other funds supplemental documentation, proofs of publication, statement of assurances, and initial disclosure report.
3. Initiate the ERR process once OCD has approved the project description package and coordinate work with OCD's environmental contractor.
4. Assist Grantees in complying with CDBG requirements as applicable including: record keeping system, Cooperative Endeavor Agreement(s), financial management, citizen participation, procurement, residential anti-displacement, Section 504, fair housing, EEO, Section 3, and disclosure reporting.
5. Maintain electronic and hard copy records, process document requests, and upload documents to OCD's web-based document storage system.
6. Assist Grantees regarding CDBG/OCD requirements and facilitate communication among all involved parties.

PROJECT DEVELOPMENT PHASE

1. Assist Grantees with preparation and submittal of application revisions, if required.
2. Track the ERR process based upon information provided by others.
3. Provide compliance reviews of A/E plans, specifications, and cost estimates during the design process for conformance with approved project scope and budget and inclusion of required CDBG provisions.
4. Assist Grantees with compliance issues and notify when projects may proceed to bid (includes plan/spec review and ERR clearance).
5. Assist Grantees with procurement of professional and other services. Provide review of contracts, provide cost reasonableness analysis, verify contractor eligibility, and document CDBG compliance.
6. Provide financial management and review of Requests for Payment. Provide technical assistance during the preparation, submission, and tracking of Requests for Payments and facilitate the reimbursement process.
7. Maintain electronic and hard copy records, process document requests, and upload documents to OCD's web-based document storage system.
8. Assist Grantees in complying with CDBG requirements as applicable including: record keeping system, Cooperative Endeavor Agreement(s), financial management, citizen participation, procurement, residential anti-displacement, Section 504, fair housing, EEO, Section 3, property acquisition, and disclosure reporting.
9. Assist Grantees regarding CDBG/OCD requirements and facilitate communication among all involved parties.

BIDDING/PRE-CONSTRUCTION PHASE

1. Assist Grantees during advertisement of bids with proofs of publication, minority and female goals, ten-day call, review of addenda, and advertisement procedural requirements.
2. Assist Grantees during the bid opening/evaluation process with bid opening, evaluation of bids, bid award, procurement requirements, contractor eligibility, and cost reasonableness analysis.
3. Assist Grantees in resolving bid issues related to bids exceeding budget, rejected bids, etc.
4. Assist Grantees during contract execution and pre-construction activities with notice of award, notice to proceed, pre-construction conference, construction contractor's initial schedule, schedule of values, and labor compliance requirements.

5. Provide financial management and review of Requests for Payment. Provide technical assistance during the preparation, submission, and tracking of Requests for Payments and facilitate reimbursement process.
6. Maintain electronic and hard copy records, process document requests, and upload documents to OCD's web-based document storage system.
7. Assist Grantees in complying with CDBG requirements as applicable including: record keeping system, Cooperative Endeavor Agreement(s), financial management, citizen participation, procurement, residential anti-displacement, Section 504, fair housing, EEO, Section 3, property acquisition, and disclosure reporting.
8. Assist Grantees regarding CDBG/OCD requirements and facilitate communication among all involved parties.

CONSTRUCTION PHASE

1. Provide technical assistance during construction and limited on-site observation and tacking including occasional attendance at construction progress and other key meetings, and occasional construction site inspections.
2. Assist Grantees with CDBG and OCD program requirements for the construction process and documentation including construction inspection reporting, substantial completion, and final completion.
3. Review change orders for changes outside the scope of the approved application, changes that affect the ERR, changes that affect project beneficiaries, and cost reasonableness.
4. Assist Grantees with Davis-Bacon and related Acts, labor standards, and Section 3 compliance including occasional on-site wage interviews, certified payroll review, facilitation in resolving labor violations, documentation of wage decision, required labor related jobsite postings, additional labor classifications, and required reporting.
5. Provide financial management and review of Requests for Payment. Provide technical assistance during the preparation, submission, and tracking of Requests for Payments and facilitate reimbursement process.
6. Assist Grantees with procurement of professional and other services, if any. Provide review of contracts, provide cost reasonableness analysis, verify contractor eligibility, and document CDBG compliance.
7. Maintain electronic and hard copy records, process document requests, and upload documents to OCD's web-based document storage system.
8. Assist Grantees in complying with CDBG requirements as applicable including: record keeping system, Cooperative Endeavor Agreement(s), financial management, citizen participation, procurement, residential anti-displacement, Section 504, fair housing, EEO, Section 3, property acquisition, and disclosure reporting.
9. Assist Grantees regarding CDBG/OCD requirements and facilitate communication among all involved parties.

PROJECT CLOSEOUT PHASE

1. Prepare and submit the Project Completion Report including citizen participation information, grant progress form, program beneficiary form, applicant data form, housing opportunities form, miscellaneous information form, and Section 3 report.
2. Conduct performance and final project closeout activities.
3. Assist the Grantees with completing and submitting the Certificate of Completion.
4. Assist the Grantees with the Final Wage Compliance Report.
5. Assist Grantees with Section 504 reporting, fair housing reporting, EEO reporting, and updated disclosure report.
6. Finalize financial management and review of Requests for Payments. Provide technical assistance during the preparation, submission, and tracking of Requests for Payments and facilitate the reimbursement process for final payment.
7. Finalize electronic and hard copy records, process document requests, and confirm that all documents have been uploaded to the OCD's web-based document storage system.
8. Assist Grantees regarding CDBG/OCD requirements and facilitate communication among all involved parties.

PROGRAM CLOSEOUT PHASE

Similar to Project Closeout Phase except that activities are on a Grantee-level closeout rather than a project-level closeout.

REPORTING AND PROGRAM CONTROLS

1. Provide a functional organization structure with proper administrative oversight.
2. Submit monthly invoices including individual time sheets, if required, and evidence indicating the percent of work complete for each task order.
3. Submit monthly reports indicating the status of projects.

OTHER PROGRAMATIC SERVICES

The Consultant will be involved with other CDBG programs that do not involve construction. Examples include economic development, homeowner assistance, and other similar community development activities. In these instances, the

Consultant will provide program compliance assistance to the OCD, Grantees, and sub-recipients.

OTHER

The OCD has established a web-based document storage system which is populated with various documents developed by Grantees and others to show that all areas of CDBG and OCD compliance have been achieved. The system includes a dashboard application that graphically displays program statistics and status. The OCD will host the system and make it available to the Consultant and other authorized users via the Internet. The Consultant will be required to upload documents to the system.

Consultant will be required to perform the following duties with respect to the OCD Data Storage Website:

1. Update and maintain existing end user documentation, tutorials, and frequently asked questions. Develop new end user materials if necessary due to program or policy changes.
2. Manage and maintain document files and folders. Add and remove file folders; change file structure as the program progresses.
3. Monitor and manage file types for compatibility.
4. Manage and maintain user access privileges and work groups. The Consultant's responsibility extends to all users of the website, including OCD, HUD, parish officials, and others requiring access.
 - a. Monitor usage and changes with user accounts.
 - b. Manage permission level changes with user and group accounts.
 - c. Create new users and/or groups as program progresses.
 - d. Remove user and/or group accounts with exiting personnel.
5. Provide end user assistance as follows:
 - a. Delete incorrectly uploaded files.
 - b. Manage and edit folder names for end users.
 - c. Manage check out status with document libraries.
 - d. Provide folder and file listings to users upon request.
 - e. Analyze, cleanse, and reconcile OCD and internal program data; upload results to dashboard application.
6. Other activities as required.

The OCD is not responsible for providing desktop hardware or software, peripheral equipment, or user Internet connectivity.

C. Contract Monitor/Performance Measures

The contract monitor for OCD on this Agreement is the Infrastructure Manager of the Disaster Recovery Unit or his designee. The performance measures for this Agreement shall include the successful performance and completion of Consultant's obligations as provided in this Agreement and in each individual Task Order.

D. Monitoring Plan

The OCD will monitor the Services provided by Consultant under Task Orders and the expenditures of funds under this Agreement. The OCD Project Manager or his designee will be primarily responsible for the routine contact with Consultant and the monitoring of Consultant's performance. Monitoring of performance under this Contract will be conducted through tracking of progress on Task Orders as well as through regular meetings between the OCD and Consultant and any additional monitoring plans or performance standards developed by the OCD and agreed to by Consultant.

Task Order progress tracking will be accomplished through monthly task order tracking reports submitted in conjunction with invoices that include the percent completion of the task order and the amount invoiced to date. Percentage of completion estimates may be confirmed by OCD by a review of deliverables received. Analysis and comparison of percent work complete and amount invoiced to date against the Task Order budgets for these items will provide the monitoring information necessary to ensure the continued successful performance of the Consultant. OCD will closeout completed Task Orders using a quality/quantity control process to ensure that the work has been properly completed and all deliverables have been received.

E. Deliverables

The Contract will be considered complete when Consultant has delivered and the OCD has accepted all deliverables specified in this Agreement.

Completion of each Task Order shall constitute a separate deliverable.

F. Substitution of Key Personnel

Consultant's key personnel assigned to this Agreement, listed in Exhibit B, may not be replaced without the written consent of the OCD. Such consent shall not be unreasonably withheld or delayed provided an adequately qualified replacement is offered. In the event that any employee of Consultant becomes unavailable due to the resignation, illness, or other factors outside of Consultant's control, Consultant shall be responsible for providing an adequately qualified replacement.

II. PAYMENT PROCESS

- A.** The maximum amount of this Contract is _____DOLLARS (\$_____) (the "Funds"). Invoices shall be submitted on a monthly basis using a standard invoice format provided by the OCD. Invoices shall be organized so that Services associated with each individual Task Order are clearly identified in separate detailed listings of charges.
- B.** As set forth in Task Orders, compensation shall be invoiced on a time basis. Time services will be invoiced in accordance with the Rate Schedule in Exhibit A and shall not exceed the maximum amount set forth in individual Task Orders, unless a revision to the Task Order is approved by the OCD in writing. The pricing and fee schedules in Exhibit A are made part of this Agreement and will remain in effect for the term of the Agreement.
- C.** Payment of invoices must be approved by the Financial Manager of the Disaster Recovery Unit of OCD or his designee. The State will make every reasonable effort to make payments within 25 work days of receipt of invoice.

III. TERM OF CONTRACT; TERMINATION OR SUSPENSION OF CONTRACT

A. Contract Term

This Contract shall begin on _____ and end on _____, unless terminated early under the provisions herein. The Contract may be extended by mutual agreement up to the maximum legal time limit, subject to all legally required approvals.

B. Termination/Suspension for Cause

The OCD may, after giving reasonable written notice specifying the effective date, suspend or terminate this Agreement in whole or in part if Consultant materially fails to comply with any term of this Agreement, which shall include, but not be limited, to the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may be applicable at any time;
2. Failure, for any reason, of Consultant to fulfill in a timely and proper manner the obligations under this Agreement;
3. Submission by Consultant of reports to the OCD, HUD or their auditors, reports that are incorrect or incomplete in any material respect, provided Contractor is given notice of said failure and fails to correct the same within a reasonable amount of time; or
4. Ineffective or improper use of funds as provided for under this Agreement.

If, through any cause, Consultant shall otherwise fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the OCD shall thereupon have the right to terminate this Agreement by giving written notice to Consultant of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination. Consultant shall be paid for all authorized Services properly performed prior to termination.

C. Termination for Convenience

The OCD may terminate this Agreement at any time by giving at least thirty (30) days prior written notice to Consultant. Consultant shall be entitled to payment for Services performed up to the date of termination contained within the notice, to the extent that the Services have been satisfactorily performed and are otherwise reimbursable under the terms of this Agreement.

D. Termination Due to Unavailable Funding

The continuation of this Agreement is contingent upon the appropriation and release of funds by the OCD to fulfill the requirements of this Agreement. Failure of the appropriate authorities to approve and provide an adequate budget to the OCD for fulfillment of the Agreement terms shall constitute reason for termination of the Agreement by either Party. Consultant shall be paid for all authorized Services properly performed prior to termination.

IV. Indemnification and Limitation of Liability

A. Force Majeure

Neither Party shall be liable for any delay or failure in performance beyond its control resulting from Acts of God or force majeure. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events on their respective duties under the Agreement.

B. Indemnity

Consultant shall be fully liable for the negligent acts, errors and omissions of its agents, employees, partners or Sub-consultants and shall fully indemnify and hold the OCD harmless, including payment of attorneys fees and costs, from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by a negligent act, error or omission of Consultant, its agents, employees, partners or Sub-consultants; provided, however, that the Consultant shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the OCD.

V. ADMINISTRATIVE AND COMPLIANCE PROVISIONS

A. Taxes

Consultant is responsible for payment of all applicable taxes from the Funds to be received under this Contract. Consultants' federal tax identification number is _____.

B. State Furnished Resources

The OCD will provide specific project information to Consultant necessary to complete Services described herein. All records, reports, documents and other material delivered or transmitted to Consultant by the OCD shall remain the property of the OCD and shall be returned by Consultant to the OCD, upon request, at termination, expiration or suspension of this Agreement.

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by Consultant, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the Services contracted for herein shall become the property of the OCD, and shall, upon request, be returned by Consultant to the OCD at termination or expiration of this Agreement. Cost incurred by Consultant to compile and transfer information for return to the OCD shall be billed on a time basis, subject to the maximum amount of this Agreement. Software and other materials owned by Consultant prior to the date of this Agreement and not related to this Agreement shall be and remain the property of Consultant.

C. Sub-consultants

Consultant may, with prior written permission from the OCD, enter into subcontracts with third parties ("Sub-consultants") for the performance of any part of Consultant's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Consultant to the OCD for any breach in the performance of Consultant's duties. Sub-consultants' agreements must meet all contracting, indemnity, insurance and regulatory compliance requirements. The parties hereby agree that any non-compete agreement or similar agreement with any Sub-consultants seeking to restrain the ability of the Sub-consultants to perform any services for the OCD shall be deemed unenforceable, null and void, to the extent of such non-compete provision, but without invalidating the remaining provisions of the contract with the Sub-consultant.

Pending verification that no Sub-consultant has been debarred, the OCD hereby approves the following Sub-consultants to provide or perform any part of the Services under the Agreement: _____

D. Fund Use

Consultant agrees not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law or is being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

Consultant and all Sub-consultants shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not

used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Consultant and each Sub-consultant shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

E. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to the OCD's operation which are designated confidential by the OCD and made available to Consultant in order to carry out this Contract, or which become available to Consultant in carrying out this Contract, shall be protected by Consultant from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the OCD. The identification of all such confidential data and information as well as the OCD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the OCD in writing to Consultant. If the methods and procedures employed by Consultant for the protection of Consultant's data and information are deemed by the OCD to be adequate for the protection of OCD's confidential information, such methods and procedures may be used, with the written consent of the OCD, to carry out the intent of this paragraph. Consultant shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in Consultant's possession, is independently developed by Consultant outside the scope of this Contract, is obtained from other public agencies, or is rightfully obtained from third parties.

All of the reports, information, data, et cetera, prepared or assembled by Consultant under this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the OCD. This does not extend to information that was obtained from the public domain such as public agencies or sources of information available to the general public.

F. Insurance

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-:VI. This rating requirement may be waived for Worker's Compensation coverage only.

Consultant's Insurance. Consultant shall not commence work under this Contract until it has obtained all insurance required herein. Certificates of

Insurance shall be filed with the OCD for approval. Consultant shall not allow any Sub-consultant to commence work on his subcontract until all similar insurance required for the Sub-consultants has been obtained and approved. If so requested, Consultant shall also submit copies of insurance policies for inspection and approval of the OCD before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the OCD and consented to by the OCD in writing and the policies shall so provide.

Compensation Insurance. Before any work is commenced, Consultant shall maintain during the life of the Contract, Workers' Compensation Insurance for all of Consultant's employees employed at the site of the project. In case any work is sublet, Consultant shall require the Sub-consultants similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by Consultant. In case any class of employees engaged in work under the Contract at the site of the project is not protected under the Workers' Compensation Statute, Consultant shall provide for any such employees, and shall further provide or cause any and all Sub-consultants to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance. Consultant shall maintain during the life of this Contract such Commercial General Liability Insurance which shall protect him, the OCD, and any Sub-consultants during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract, whether such operations be by himself or by a Sub-consultants, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the OCD. Such insurance shall name the OCD as additional insured for claims arising from or as the result of the operations of the Consultant or his Sub-consultants. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Professional Liability Insurance. Consultant shall maintain during the life of the Contract such Professional Liability Insurance which shall protect it, the OCD, and any Sub-consultants during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from the professional services provided by Consultant or its Sub-consultants pursuant to this Agreement. In the absence of specified regulations, the amount of coverage shall be as follows: Professional Liability Insurance: Combined single limits of no less than \$1,000,000.

Licensed and Non-Licensed Motor Vehicles. Consultant shall maintain during the life of the Contract Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Sub-consultant's Insurance. Consultant shall require that any and all Sub-consultants, which are not protected under Consultant's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of Consultant.

G. Audits and Inspections

It is hereby agreed that the OCD, the DOA, the Legislative Auditor of the State of Louisiana, HUD, Office of Inspector General, HUD monitors, and auditors contracted by any of them shall have the option of auditing all records and accounts of Consultant and/or its sub-consultants that relate to this Agreement at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data upon providing Consultant or sub-consultant, as appropriate, with reasonable advance notice. Consultant and its sub-consultants shall comply with all relevant provisions of state law pertaining to audit requirements, including LA R.S. § 24:513 et seq. Any deficiencies noted in audit reports must be fully cleared within thirty (30) days after receipt by Consultant or sub-consultant, as appropriate.

Failure of Consultant and/or its sub-consultant to comply with the above audit requirements will constitute a violation of this Agreement and may, at the OCD's option, result in the withholding of future payments and/or return of funds paid under this Agreement.

Consultant shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after closeout of this Agreement.

H. Copyright

No materials, to include but not limited to reports, maps, or documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such material produced as a result of

this Contract that might be subject to copyright shall be the property of the OCD and all such rights shall belong to the OCD.

I. Changes

The OCD may, from time to time, request changes in the Services described in the Scope of Services. Such changes, including any increase or decrease in the amount of compensation, which are mutually agreed upon by and between the Parties, shall be incorporated written amendments to this Agreement, subject to all legally required approvals.

J. Covenant Against Contingent Fees and Conflicts of Interest

Consultant shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the OCD shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of Consultant, or agents, sub-consultant, member of the governing body of Consultant or the locality in which the program is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity or benefit, which is part of this Agreement.

Consultant shall also comply with the current Louisiana Code of Governmental Ethics, as applicable. Consultant agrees to immediately notify the OCD if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

K. Section 3 Compliance in the Provisions of Training, Employment and Business Opportunities

The work to be performed under this Contract shall be subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this Contract shall agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

Consultant agrees to send to each labor organization or representative of workers with which Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Consultant's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

Consultant agrees to include this section 3 clause in every contract and/or subcontract subject to compliance with regulations in 24 CFR part 135, and shall agree to take appropriate action, as provided in an applicable provision of the contract or subcontract or in this section 3 clause, upon a finding that any Sub-consultant is in violation of the regulations in 24 CFR part 135. Consultant's Sub-consultants will not subcontract with any subcontractors where such Sub-consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

Consultant certifies that any vacant employment positions, including training positions, that are filled (1) after such Consultant is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent such Consultant's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Consultant's contracts that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

L. Discrimination and Compliance Provisions

Consultant and its sub-consultants shall abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; the Housing and Community Development Act of 1974; the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 *et seq.*; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

Consultant and its sub-consultants shall not discriminate unlawfully in its employment practices, and will perform its obligations under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of unlawful discrimination committed by Consultant or its sub-consultants, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

M. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Section 109 of Title I of the Housing and Community Development Act of 1974. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

N. Clean Air Act, Clean Water Act and Other Requirements

Consultant agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The OCD recognizes that Consultant is not responsible for environmental or safety compliance that Grant Recipients and their contractors may be subject to that are outside of the Scope of Services to be conducted under this Agreement.

O. Energy Efficiency

Consultant shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act to the extent applicable to Consultant and its Sub-consultants. The OCD will provide such standards and policies to Consultant as a pre-condition of this stipulation.

P. Eligibility Status

Consultant, and each tier of Sub-consultants, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

Q. Drug-Free Workplace Requirement

Consultant hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended, and with 24 CFR part 21. Further, there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended, in any contracts executed by and between Consultant and any third parties using funds under this Agreement in accordance with 48 FAR part 23.500, et seq, and 48 CFR part 52..223-6.

VI. MISCELLANEOUS PROVISIONS

A. No Assignment

No Party may transfer or assign this Agreement or transfer or assign any of its rights or assign any of its duties hereunder without the express written consent of the other Party. However, if the parties do mutually agree to an assignment, all rights and obligation set forth herein shall inure to the benefit of the Parties and to their respective successors and assigns. Nothing in this provision shall prevent Consultant from entering into subcontracts with one or more sub-consultants as provided elsewhere in this Agreement.

B. Severability

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

C. Applicable Law, Remedies, and Venue

This Agreement shall be governed by and construed in accordance with the laws of Louisiana. Any claim or controversy arising out of this Agreement shall be resolved under the processes set forth in La. R.S. 39:1524-1526. Exclusive venue and jurisdiction shall be vested in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

D. Entire Agreement

This Agreement, together with the RFP and addenda issued thereto by OCD, the proposal submitted by the Consultant in response to the RFP and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the Parties with respect to the subject matter, superseding all negotiations, prior discussions and preliminary agreements related hereto or thereto. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and Consultant's proposal) shall take precedence, followed by the provisions of the RFP and then by the terms of the Consultant's proposal.

E. No Authorship Presumptions

Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship, and each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party that (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any Person that becomes a Party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

F. Amendments, Supplements and Modifications

This Agreement may not be amended, supplemented or modified except in a writing signed by both Parties in which they expressly state their mutual intention to amend, supplement or modify this Agreement. No oral understanding or agreement not incorporated into the Contract is binding on any of the Parties. This Agreement may not be amended by a Task Order.

No amendment shall invalidate this Agreement, nor relieve or release the OCD or Consultant from its obligations under this Agreement. The OCD may, at its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. All amendments are subject to approval by the Office of Contractual Review.

G. No Personal Liability of Individual Representatives

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of any corporate Party in his individual capacity, and neither the officers of any Party nor any official executing this Agreement shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

H. Acts of Grant Recipients

The obligations of Consultant under this Agreement to provide guidance and/or instructions to Grant Recipients is limited to that necessary for grant management and compliance and shall inure to the benefit of the OCD only and not to any third party, including the Grant Recipients. This Agreement shall not be construed to create any responsibility of the Consultant to OCD or the Grant Recipient for the means, methods and safety requirements of any Grant Recipient or any of Grant Recipient's consultants, contractors, representatives or agents in the design or construction of projects, beyond any obligation it may have under this Agreement relating to grant management and compliance with the federal regulations governing the use of CDBG funding provided to the Grant Recipient.

I. Delay or Omission

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

J. Contract Approvals and Controversies

Neither Party shall be obligated under this Agreement until all legally required approvals are obtained. Any claim or controversy arising out of this Agreement shall be resolved by the provisions of Louisiana Revised Statutes 39:1524-26.

K. Legal Authority

Consultant assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the Consultant legal authority to enter into this Agreement, receive funds, authorized by this Agreement and to perform the services the Consultant is obligated to perform under this Agreement.

L. Recognition

Consultant shall insure recognition of the role of the OCD, the Louisiana Recovery Authority and the U.S. Department of Housing and Urban Development in providing services through this Agreement. All activities, facilities and items used pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Consultant will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

M. Public Communications

Consultant shall not issue any public communications regarding the Program and Consultant's activities under this Agreement without the prior consent of the OCD.

N. Safety

Consultant shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of its performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1926, shall be observed and Consultant shall take or cause to be taken such additional safety and health measures as Consultant may determine to be reasonably necessary.

O. Provision Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the request of either Party the Agreement shall forthwith be amended to make such insertion or correction.

P. Ownership

All records, reports, documents and other material delivered or transmitted to Consultant by OCD shall remain the property of OCD, and shall be returned by Consultant to OCD, at Consultant's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Consultant in connection with the performance of the services contracted for herein shall become the property of OCD, and shall, upon request, be returned by Consultant to OCD, at Consultant's expense, at termination or expiration of this Agreement.

Q. Notices

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

To the OCD:

Robin Keegan
Executive Director
State of Louisiana
Division of Administration
Office of Community Development
P.O. Box 94095
Baton Rouge, Louisiana 70804-9095
Facsimile: 225-219-9605

To Consultant:

The rest of this page left blank intentionally.

DONE AND SIGNED by the Parties on the dates set forth below

OFFICE OF COMMUNITY DEVELOPMENT

By: _____

Name: _____

Title: _____

Date: _____

CONSULTANT

By: _____

Name: _____

Title: _____

Date: _____

DIVISION OF ADMINISTRATION

By: _____

Name: Paul Rainwater

Title: Commissioner of Administration

Date: _____

ATTACHMENT IV, COST PROPOSAL

JOB CLASS	WEIGHTING FACTOR (f)	NUMBER OF EMPLOYEES NEEDED *	NUMBER OF EMPLOYEES AVAILABLE **	HOURLY RATE *** (rate)	WEIGHTING FACTOR TIMES HOURLY RATE **** (f) x (rate)
Principal/Program Manager	2			\$	\$
Project Manager	4			\$	\$
Assistant Project Manager	4			\$	\$
Senior Grant Manager	4			\$	\$
Grant Manager	4			\$	\$
Grant Specialist 2	4			\$	\$
Grant Specialist 1	3			\$	\$
Senior Engineer	2			\$	\$
Mid-Level Engineer	2			\$	\$
Engineer Intern	1			\$	\$
Senior Architect	2			\$	\$
Mid-Level Architect	2			\$	\$
Entry-Level Architect	1			\$	\$
CADD Technician	1			\$	\$
Construction Manager	2			\$	\$
Construction Inspector	2			\$	\$
Planner	2			\$	\$
Scheduler	1			\$	\$
Cost Estimator	1			\$	\$
Project Control Specialist	4			\$	\$
Data Storage Website Manager	3			\$	\$
GIS Specialist	1			\$	\$
Financial Lead	3			\$	\$
Financial Assistant	3			\$	\$
Clerical/Administrative Assistant	4			\$	\$
Payroll Review Clerk	4			\$	\$
Interpreter (Spanish)	1			\$	\$
Interpreter (Vietnamese)	0.5			\$	\$
				TOTAL	\$

* Number of Employees Needed – the estimated number of employees in the attached job classifications that are needed to perform the work described in Attachment I.

** Number of Available Employees – the number of employees in the Proposer’s firm/team qualified for the attached job classifications and available to work on this project within 30 days of contract execution.

*** The selected Proposer will be paid these hourly rates for work time and travel time for travel between in-state Proposer offices and Grantee/OCD locations.

**** Multiply the “factor” times the “hourly rate” and place the product in this column. Total these numbers at bottom of column.

NOTE: No expenses, including travel expenses, will be paid for under the contract.

JOB CLASSIFICATIONS

(Minimum Requirements)

Principal/Program Manager

Education:	Bachelor's degree in a business or technical discipline.
Experience:	15 years experience leading major programs, projects, or business units.
Responsibilities Include:	Providing contractual administration and broad oversight and direction for consultant services related to the OCD hurricane recovery effort.
Knowledge of And Skills in:	Management and supervision, effective leadership, oral and written communication, and management of multiple tasks.
Examples of Work:	Provides oversight of all program activities including program system development and internal system development. Provides guidance and supervises Project Managers. Monitors work performance to ensure that services are being provided efficiently and effectively and takes corrective action as necessary. Approves hiring of staff. Communicates with Grantees, subrecipients, contractors, OCD personnel, staff, and other interested parties regarding all aspects of program operations. Makes effective presentations as required.

Project Manager

Education:	Bachelor's degree in a business or technical discipline.
Experience:	10 years experience leading major programs and projects.
Responsibilities Include:	Providing day-to-day direction, guidance, and decision making for operations involving consultant services for the OCD hurricane recovery effort.
Knowledge of And Skills in:	Management and supervision, effective leadership, problem solving, oral and written communication, evaluation of project effectiveness, and management of multiple tasks.
Examples of Work:	Plans, directs, and coordinates daily project activities to ensure project goals and objectives are accomplished. Establishes work plan and staffing for each phase of the project. Confers with the project staff to outline the work plan and to assign duties, responsibilities, and authorities. Prepares project reports for OCD and management. Plans, reviews, and evaluates the work of subordinate professional and operational staff. Reviews and evaluates project and service delivery. Develops systems and maintains records that provide for the proper evaluation, control, and documentation of all program activities. Makes recommendations for hiring staff. Provides explanations, clarifications, and other communications with Grantees, subrecipients, contractors, OCD staff, and other interested parties regarding all aspects of program operations.

Assistant Project Manager

Education:	Bachelor's degree in a business or technical discipline.
Experience:	3 years experience in providing leadership assistance of major programs and projects.
Responsibilities Include:	Assist Project Manager in providing day-to-day direction, guidance, and decision making for operations involving consultant services for the OCD hurricane recovery effort.
Knowledge of And Skills in:	Management and supervision, effective leadership, problem solving, oral and written communication, evaluation of project effectiveness, and management of multiple tasks.
Examples of Work:	Assists Project Manager in the planning, directing, and coordination of daily project activities to ensure project goals and objectives are accomplished. Establishes work plan and staffing for each phase of the project. Confers with the project staff to outline the work plan and to assign duties, responsibilities, and authorities. Prepares project reports for OCD and management. Plans, reviews, and evaluates the work of subordinate professional and operational staff. Reviews and evaluates project and service delivery. Develops systems and maintains records that provide for the proper evaluation, control, and documentation of all program activities. Makes recommendations for hiring staff. Provides explanations, clarifications, and other communications with Grantees, subrecipients, contractors, OCD staff, and other interested parties regarding all aspects of program operations.

Senior Grant Manager

Education:	Bachelor of arts or bachelor of science degree or equivalent work related experience.
Experience:	15 years experience in serving as a lead in administering and overseeing grant funding and implementation at the federal, state or local levels of government with emphasis on the Community Development Block Grant Program or classified as an expert in a particular category of grant management.
Responsibilities Include:	Serving in the lead role for providing comprehensive grant management services to Grantees and subrecipients involving all aspects of HUD/CDBG requirements.
Knowledge of And Skills in:	Federal grant provisions and requirements such as procurement, labor compliance, environmental, Section 3, Section 504, real estate acquisition, citizen participation, fair housing, residential anti-displacement, EEO, financial management, and record keeping. Has specific knowledge of HUD and CDBG requirements and policies.
Examples of Work:	Advises OCD, Grantees, subrecipients, and staff regarding HUD and CDBG requirements. Conducts meetings with Grantees and subrecipients to establish initial assessment of proposed recovery projects and activities and to explain CDBG rules and regulations. Prepares project descriptions and initial and final applications for funding. Coordinates application development with other contractors. Assists Grantees and subrecipients with compiling CDBG required documentation and complying with all CDBG requirements. Provides review and oversight of funded projects through project close-out.

Grant Manager

Education:	Bachelor of arts or bachelor of science degree or equivalent work related experience.
Experience:	5 - 15 years experience in administering grant funding and implementation at the federal, state or local levels of government with emphasis on the Community Development Block Grant Program.
Responsibilities Include:	Under the direction of a Senior Grant Manager, responsibilities include providing comprehensive grant management services to Grantees and subrecipients involving all aspects of HUD/CDBG requirements.
Knowledge of And Skills in:	Federal grant provisions and requirements such as procurement, labor compliance, environmental, Section 3, Section 504, real estate acquisition, citizen participation, fair housing, residential anti-displacement, EEO, financial management, and record keeping. Has specific knowledge of HUD and CDBG requirements and policies.
Examples of Work:	Participates in meetings with Grantees and subrecipients to establish initial assessment of proposed recovery projects and activities and to explain CDBG rules and regulations. Prepares project descriptions and initial and final applications for funding. Coordinates application development with other contractors. Assists Grantees and subrecipients with compiling CDBG required documentation and complying with all CDBG requirements. Provides review and oversight of funded projects through project close-out.

Grant Specialist 2

Education:	Associate's or technical degree or equivalent work related experience.
Experience:	1 – 5 years experience in administering grant funding and implementation at the federal, state or local levels of government with emphasis on the Community Development Block Grant Program.
Responsibilities Include:	Under the supervision of a Senior Grant Manager or a Grant Manager, responsibilities include providing comprehensive grant management services to Grantees and subrecipients involving all aspects of HUD/CDBG requirements.
Knowledge of And Skills in:	Federal grant provisions and requirements such as procurement, labor compliance, environmental, Section 3, Section 504, real estate acquisition, citizen participation, fair housing, residential anti-displacement, EEO, financial management, and record keeping. Has specific knowledge of HUD and CDBG requirements and policies.
Examples of Work:	Participates in meetings with Grantees and subrecipients to establish initial assessment of proposed recovery projects and activities and to explain CDBG rules and regulations. Assists in preparation of project descriptions and initial and final applications for funding. Coordinates application development with other contractors. Assists Grantees and subrecipients with compiling CDBG required documentation and complying with all CDBG requirements. Assists with review and oversight of funded projects through project close-out.

Grant Specialist 1

Education:	Associate's or technical degree or equivalent work related experience.
Experience:	Entry level/training position to gain knowledge and experience in administering grant funding and implementation at the federal, state or local levels of government with emphasis on the Community Development Block Grant Program.
Responsibilities Include:	Under the supervision of a Senior Grant Manager or a Grant Manager, responsibilities include providing comprehensive grant management services to Grantees and subrecipients involving all aspects of HUD/CDBG requirements.
Knowledge of And Skills in:	Learning Federal grant provisions and requirements such as procurement, labor compliance, environmental, Section 3, Section 504, real estate acquisition, citizen participation, fair housing, residential anti-displacement, EEO, financial management, and record keeping. Has specific knowledge of HUD and CDBG requirements and policies.
Examples of Work:	Participates in meetings with Grantees and subrecipients to establish initial assessment of proposed recovery projects and activities and to explain CDBG rules and regulations. Assists in preparation of project descriptions and initial and final applications for funding. Coordinates application development with other contractors. Assists Grantees and subrecipients with compiling CDBG required documentation and complying with all CDBG requirements. Assists with review and oversight of funded projects through project close-out.

Senior Engineer

Education:	Bachelor's degree in an engineering discipline.
Experience:	15 years experience in a research or design capacity having the technical responsibility for interpreting, organizing, executing, budgeting, and coordinating complex assignments. Requires Professional Engineer (PE) registration.
Responsibilities Include:	Scope definition, overseeing a number of large and important projects or a project of major scope and complexity, and may supervise others.
Knowledge of And Skills in:	Engineering design theories, construction practices, surveying principles, project management, engineering review of plans and specifications, principles of contract administration, professional services procurement, and the State Public Bid Law.
Examples of Work:	Supervises professional, technical, and support staff. Participates in review of CDBG applications. Conducts reviews of plans, specifications, and cost estimates for compliance with the approved CDBG application, environmental clearances, and CDBG required contract documents. Reviews proposed engineering fees for basic services and additional services. Provides engineering and construction expertise to OCD and management. Conducts reviews and makes recommendations regarding proposed construction change orders. Develops preliminary construction cost estimates. Conducts cursory construction observation as requested by OCD.

Mid-Level Engineer

Education:	Bachelor's degree in an engineering discipline.
Experience:	5 - 15 years experience in a research or design capacity and is fully competent in organizing and coordinating routine and complex assignments. Requires Professional Engineer (PE) registration.
Responsibilities Include:	Under the direction of a Senior Engineer, responsibilities include scope definition, overseeing a number of large projects or a project of substantial scope and complexity, and may supervise others.
Knowledge of And Skills in:	Engineering design theories, construction practices, surveying principles, project management, engineering review of plans and specifications, principles of contract administration, professional services procurement, and the State Public Bid Law.
Examples of Work:	Supervises professional, technical, and support staff. Participates in review of CDBG applications. Conducts reviews of plans and specifications for compliance with the approved CDBG application, environmental clearances, and CDBG required contract documents. Reviews proposed engineering fees for basic services and additional services. Provides engineering and construction expertise to OCD and management. Conducts reviews and makes recommendations regarding proposed construction change orders. Develops preliminary construction cost estimates. Conducts cursory construction observation as requested by OCD.

Engineer Intern

Education:	Bachelor's degree in an engineering discipline.
Experience:	0-5 years experience on assignments requiring limited knowledge of principles and techniques. Position requires certification as an Engineer Intern (EI).
Responsibilities Include:	Under the supervision of a Senior Engineer or Mid-Level Engineer, responsibilities include tasks involving conventional and straightforward engineering plans, investigations, surveys, structures, or equipment with relatively few complex features for which precedent exist.
Knowledge of And Skills in:	Engineering design theories, construction practices, surveying principles, project management, engineering review of plans and specifications, principles of contract administration, professional services procurement, and the State Public Bid Law.
Examples of Work:	Participates in review of CDBG applications. Assists in the review of plans and specifications for compliance with the approved CDBG application, environmental clearances, and CDBG required contract documents. Performs construction observation activities.

Senior Architect

Education:	Bachelor's degree in architecture.
Experience:	15 years experience in managing architectural design staff, technical resources, and new business efforts. Requires licensure as a Professional Architect.
Responsibilities Include:	Working directly with clients and project managers in establishing architectural design approaches, conceptual layouts, and building systems.
Knowledge of And Skills in:	Managing the preparation of construction drawings and specifications, resolving technical issues and conflicts, providing review and quality assurance, and interpreting building codes and standards.
Examples of Work:	Supervises professional, technical, and support staff. Participates in review of CDBG applications. Conducts reviews of plans, specifications, and cost estimates for compliance with the approved CDBG application, environmental clearances, and CDBG required contract documents. Reviews proposed architectural fees for basic services and additional services. Provides architectural and construction expertise to OCD and management. Conducts reviews and makes recommendations regarding proposed construction change orders. Develops preliminary construction cost estimates. Conducts cursory construction observation as requested by OCD.

Mid-Level Architect

Education:	Bachelor's degree in architecture.
Experience:	5 - 15 years experience in managing architectural design staff, technical resources, and new business efforts. Requires licensure as a Professional Architect.
Responsibilities Include:	Under the direction of a Senior Architect, responsibilities include working directly with clients and project managers in establishing architectural design approaches, conceptual layouts, and building systems.
Knowledge of And Skills in:	Managing the preparation of construction drawings and specifications, resolving technical issues and conflicts, providing review and quality assurance, and interpreting building codes and standards.
Examples of Work:	Supervises professional, technical, and support staff. Participates in review of CDBG applications. Conducts reviews of plans, specifications, and cost estimates for compliance with the approved CDBG application, environmental clearances, and CDBG required contract documents. Reviews proposed architectural fees for basic services and additional services. Provides architectural and construction expertise to OCD and management. Conducts reviews and makes recommendations regarding proposed construction change orders. Develops preliminary construction cost estimates. Conducts cursory construction observation as requested by OCD.

Entry-Level Architect

Education:	Bachelor's degree in architecture.
Experience:	0 - 5 years experience in assisting project architects in planning, designing, and preparing related working drawings and details.
Responsibilities Include:	Under the supervision of a Senior Architect or Mid-Level Architect, responsibilities include assisting in the development of solutions to detailed building design problems, preparing design alternatives, and the selection of best approach.
Knowledge of And Skills in:	Preparing construction drawings and specifications, resolving technical issues, providing review and quality assurance, and interpreting building codes and standards.
Examples of Work:	Participates in review of CDBG applications. Assists in the review of plans and specifications for compliance with the approved CDBG application, environmental clearances, and CDBG required contract documents. Conducts cursory construction observation as requested by OCD.

CADD Technician

Education:	Associate's degree in Computer Aided Drafting and Design, Applied Science or related field or equivalent work related experience.
Experience:	1 year of experience in providing extensive and complex CADD systems support to Architects and Engineers.
Responsibilities Include:	Ensuring overall quality assurance as it relates to completing and adhering to CADD operations and standards, ensuring that CADD software and hardware is operational and efficient and overseeing all CADD needs on assigned projects.
Knowledge of And Skills in:	AutoDesk Map and/or AutoCAD systems and applications design and operations, basic hardware and network structure and configuration methods, principles of civil/mechanical/electrical/architectural drafting, GIS concepts and processes, and GPS equipment and software.
Examples of Work:	Generates maps, plats, site plans, etc. as required by the hurricane recovery efforts. Provides project status information to Architects, Engineers, Senior Grant Managers, Assistant Project Managers, Project Managers, and Program Managers. Reviews the accuracy and completeness of data capture work.

Construction Manager

Education:	Bachelor's degree in engineering, construction technology, construction management, or related field or equivalent work related experience.
Experience:	5 years experience in managing construction activities for major projects.
Responsibilities Include:	Providing technical information and advice on construction issues, reviewing various construction related documents for compliance, and supervising construction inspectors (if required by OCD).
Knowledge of And Skills in:	Project planning, construction contract administration, construction equipment and techniques, government regulations and permitting, CPM scheduling, claims administration, resolving conflicts, and project management.
Examples of Work:	Evaluates constructability of projects. Performs reviews of construction cost estimates, plans and specifications, bid addenda, construction bids, and change orders, and partial pay estimates. Performs periodic construction site visits to review overall progress. Compares field work to approved designs and plans. Attends pre-construction meetings and final inspections on complex projects.

Construction Inspector

Education:	High School diploma or its equivalent.
Experience:	3 years experience in the inspection of various public works and related construction projects.
Responsibilities Include:	Serving as a primary construction inspector in an area or areas of specialization.
Knowledge of And Skills in:	Construction practices, project management, construction contract administration, surveying principles, and an understanding of plans and specifications.
Examples of Work:	Determines material sampling requirements and prepares sampling plans. Reviews test reports and recommends corrective actions regarding failing samples. Verifies elevations and alignments of construction work. Observes construction progress and prepares daily construction reports. Prepares work reports, estimated quantities, and calculations. Reviews contractor's partial pay estimates and change orders. Attends pre-construction meetings and final inspections.

Planner

Education:	Bachelor of arts or bachelor of science degree.
Experience:	3 years progressive experience in planning activities such as developing long- and short-term urban and regional plans for land use, growth, and revitalization of communities, preparing plans for community development, addressing environmental, economic, and social health issues relating to changing communities.
Responsibilities Include:	Demonstrating creativity, foresight, and mature judgment in anticipating and solving significant problems, determining program objectives and requirements, organizing programs and projects, and developing standards and guides for these activities.
Knowledge of And Skills in:	Principles of regional planning and zoning administration, comprehensive planning, and project management techniques.
Examples of Work:	Evaluates the need for and approach to planning activities being proposed for CDBG applications. Reviews Grantee's and subrecipient's long term community recovery plans, and school district plans. Analyzes existing municipal plans and planning efforts, considers alternatives, and makes recommendations. Provides planning expertise to OCD and management.

Scheduler

Education:	Bachelor's degree in a technical or business discipline. Additional experience may substitute for education requirements.
Experience:	5 years experience in preparing and maintaining CPM schedules on major projects.
Responsibilities Include:	Coordinating and communicating with all team players to identify all milestones, details and project dependencies in creating a timeline management process from the start of the project to final closeout.
Knowledge of And Skills in:	Scheduling programs such as Primavera or MS Project.
Examples of Work:	Approves or prepares manpower plans, project schedules, and forecasting reports. Sets up all project metrics and systems to control the outcome of the project budget and schedules.

Cost Estimator

Education:	Bachelor's degree in a technical or business discipline. Additional experience may substitute for education requirements.
Experience:	5 years experience in developing cost estimates, cost alternatives, and cost comparisons for major projects.
Responsibilities Include:	Compiling and analyzing data on all factors that can influence costs, such as materials, labor, location, duration of projects, and special equipment requirements.
Knowledge of And Skills in:	Principles of accounting/finance to analyze financial information and prepare financial reports.
Examples of Work:	Performs take-off estimates of material and labor from bid documents, obtains material pricing from vendors and other sources, attends pre-bid walk through meetings and scope development meetings, participates in the review of bid tabulation and analysis, and works with the project team to identify all components of the project as well as make adjustments and updates in total project cost at different intervals of the project.

Project Control Specialist

Education:	Bachelor's degree in a business or technical discipline or equivalent work related experience.
Experience:	4 years experience in providing project control and project management support. Services include the design and implementation of project control systems to provide tracking and variance analysis.
Responsibilities Include:	Forecasting and tracking total project reporting as it relates to scope, budget, schedules, document controls, procurement, subcontracting, property management, and contract resource management.
Knowledge of And Skills in:	Architectural, engineering, and construction projects at detailed level, project management functions, and project control software.
Examples of Work:	Provides support to Program Managers and Project Managers and coordinates cost and scheduling activities with various groups. Assists in developing plans including budgets and schedules to meet contractual and project goals and objectives. Assists in developing financial controls, procedures, systems, and forecasting techniques to evaluate project status and ensure compliance with OCD expectations. Evaluates current project control systems and recommends changes as necessary.

Data Storage Website Manager

Education:	Bachelor's degree in geography, geology, engineering, planning, mathematics, government, computer science, or related field.
Experience:	3 years progressive experience using database and information management technology.
Responsibilities Include:	Providing stable, reliable, and superior quality database products for key clients and projects and serving as a lead in the operation of Informational Management Systems.
Knowledge of And Skills in:	Administration of websites and web-based applications using SharePoint or similar software.
Examples of Work:	Manages document storage using a web-based system owned and hosted by the OCD. Answers users' questions. Maintains end user documentation and coordinates training. Provides team supervision.

GIS Specialist

Education:	Bachelor's degree in geography, geology, engineering, planning, mathematics, government, computer science, or related field or equivalent work related experience.
Experience:	3 years progressive experience using GIS technology and/or information management technology in a geographic-based enterprise.
Responsibilities Include:	Providing stable, reliable, and superior quality mapping and map-based reports and supporting GIS operations.
Knowledge of And Skills in:	GIS mapping applications.
Examples of Work:	Develops project maps showing existing conditions and proposed improvements. Develops target area maps for applications. Develops project location maps and other mapping products as necessary.

Financial Lead

Education:	Bachelor's degree in accounting, finance, or related field or equivalent work related experience.
Experience:	10 years experience in directing the accounting and financial functions of contracts.
Responsibilities Include:	Reporting and tracking project financial results, client invoicing, defining financial specifications, format and requirements for all activities, forecast financial needs, and monitors all control systems.
Knowledge of And Skills in:	Generally accepted accounting practices, government accounting practices, auditing practices, and standard office procedures.
Examples of Work:	Directs the accounting and financial functions of the project. Maintains accurate financial records. Prepares clear and accurate reports for informational and operational use. Reviews and verifies accuracy of financial data. Analyzes and reconciles expenditure and revenue accounts.

Financial Assistant

Education:	High School diploma or its equivalent.
Experience:	1 year experience in performing routine accounting/finance duties under a Financial Lead. Additional education in a relevant field such as accounting or finance may substitute for experience.
Responsibilities Include:	Under the supervision of a Financial Lead, responsibilities include processing standard financial records, compiling financial data, performing financial reconciliation and transfers, and operating computer-based financial software systems.
Knowledge of And Skills in:	Accounting practices and standard office procedures.
Examples of Work:	Assists with maintenance of financial records. Assists with the preparation of reports for informational and operational use. Reviews and verifies accuracy of financial data. Analyzes and reconciles expenditure and revenue accounts.

Clerical/Admin Assistant

Education:	High School diploma or its equivalent.
Experience:	1 year experience in performing routine office administration and secretarial services. Additional education may substitute for experience.
Responsibilities Include:	Providing routine office functions and support services for management and staff.
Knowledge of And Skills in:	Standard office procedures, basic computer operations, and office equipment operation.
Examples of Work:	Prepares and processes various types of correspondence, forms, faxes and reports. Makes copies of documents and organizes and files documents. Answers and forwards incoming calls. Handles all outgoing and incoming mail responsibilities. Compiles and maintains records of office activities. Tabulates and posts data in record books or computers. Operates office machines and computer terminal to input and retrieve data.

Payroll Review Clerk

Education:	High School diploma or its equivalent.
Experience:	Entry level position.
Responsibilities Include:	Providing review of Certified payrolls for CDBG compliance.
Knowledge of And Skills in:	Davis-Bacon wage rates, certified payroll process, CDBG labor compliance standards.
Examples of Work:	Reviews certified payrolls of construction contractors for accuracy and compliance with CDBG and OCD requirements. Reports discrepancies to Grant Manager or higher level supervisor. Makes copies of documents and organizes and files documents. Compiles and maintains records of office activities.

Interpreter (Spanish)

Education:	High School diploma or its equivalent.
Experience:	1 year experience in translation and interpretation of English and Spanish. Additional related education or certification(s) may substitute for the required experience.
Responsibilities Include:	Providing interpretation or translation services for meetings, interviews, telephone calls, etc. especially in one-on-one settings.
Knowledge of And Skills in:	Principles and techniques of effective verbal and written communication in the English and Spanish languages. Has knowledge of CDBG labor compliance employee interview requirements and understands the interview process.
Examples of Work:	Interprets and translates spoken and written material from Spanish to English and from English to Spanish. Reviews translated material for accuracy of meaning, grammar, and syntax.

Interpreter (Vietnamese)

Education:	High School diploma or its equivalent.
Experience:	1 year experience in translation and interpretation of English and Vietnamese. Additional related education or certification(s) may substitute for the required experience.
Responsibilities Include:	Providing interpretation or translation services for meetings, interviews, telephone calls, etc. especially in one-on-one settings.
Knowledge of And Skills in:	Principles and techniques of effective verbal and written communication in the English and Vietnamese languages. Has knowledge of CDBG labor compliance employee interview requirements and understands the interview process.
Examples of Work:	Interprets and translates spoken and written material from Vietnamese to English and from English to Vietnamese. Reviews translated material for accuracy of meaning, grammar, and syntax.

NOTE: All personnel and their associated job classifications must be approved by the OCD prior to billing. If, during the course of the contract, the Contractor wants to add personnel to the firm/team, the Contractor will submit each individual's resume and proposed job classification to the OCD for review and approval. Once approved by the OCD, the individual will be added to the Contractor's roster. Personnel must be associated with one of the job classifications given above.

**ATTACHMENT V, DISASTER RECOVERY PROGRAM
IMPLEMENTATION PLAN**



Disaster Recovery Program Implementation Plan

LOUISIANA DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT

Executive Summary

Hurricane Katrina hit Louisiana on August 29, 2005, and Rita slammed into the state on September 24, 2005. They were the second and third Category 5 hurricanes of the 2005 hurricane season. Hurricane Katrina will most likely be categorized as the third deadliest and the costliest storm in U. S. history. While Hurricane Rita exacted a lower death toll it was the second most powerful hurricane of the 2005 season and the fourth most intense ever to cross the Atlantic Basin. Together these storms wrought catastrophic destruction on the Louisiana coast, exacting an enormous toll on the material, financial and emotional resources of thousands of Louisianans.

HR 2863 provided [P.L. 109-148] \$6.2 billion to the State of Louisiana through the U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG) Program. The Emergency Supplemental Appropriations Act for Defense, the Global War on Terror, and Hurricane Recovery [P.L. 109-234] allocated an additional \$4.2 billion to Louisiana. This money was assigned to the Louisiana Division of Administration, Office of Community Development (OCD) to fund programs for recovery from the disaster inflicted by Hurricane's Katrina and Rita.

Of the \$10.4 billion, \$700 million has been allocated to the Long Term Community Recovery Program to provide funding for implementation of local long-term recovery plans in the most heavily impacted areas of the state, \$95 million has been allocated for the Local Government Emergency Infrastructure Program, \$247.5 million has been allocated for Primary and Secondary Education Infrastructure, and \$28.75 million has been allocated to the Fisheries Infrastructure Program to assist the commercial and recreational fisheries industries in returning to viability.

Projects to be funded under these programs will be selected and managed by local governmental entities. The State has engaged consultants to provide knowledgeable personnel to assist program applicants in developing their projects and complying with CDBG regulations throughout project implementation. A key component of this assistance is to achieve consistency in reporting and grant management services. The purpose of this Implementation Plan is to provide the framework to guide the Consultants in their efforts to assist program applicants and OCD in a consistent manner.

I. Introduction

The Louisiana Division of Administration, Office of Community Development (OCD), Disaster Recovery Unit has engaged two consulting groups, Hunt, Guillot & Associates, LLC and Louisiana Solutions, LLC, referred to herein as “Consultants”, to assist OCD with implementing and administering four disaster recovery programs:

- Long Term Community Recovery Program.
- Primary and Secondary Education Infrastructure Program
- Fisheries Infrastructure Program
- Local Government Emergency Infrastructure Program

The requirements for each of these programs are detailed in Action Plans and amendments prepared by the Louisiana Recovery Authority (LRA) and approved by the U.S. Department of Housing and Urban Development (HUD). Since these programs involve the use of Community Development Block Grant (CDBG) funds, CDBG program rules apply except where waivers have been granted by HUD.

In addition to assisting with the disaster recovery programs listed above, OCD has requested assistance from Hunt, Guillot & Associates, LLC, to provide support for Davis Bacon compliance for the Low Income Housing Tax Credit (LIHTC) CDBG Piggyback Program.

It is anticipated that Hunt Guillot & Associates, LLC and Louisiana Solutions, LLC will provide necessary personnel to assist the various Grantees in regulatory compliance administration and technical administration of CDBG funds. Many of the Grantees will have no prior experience with administration of Capital Improvements projects funded with CDBG funds and the related regulatory required procedures and processes.

This Implementation Plan is to serve as a manual that outlines the assigned Consultant’s key responsibilities for the four (4) OCD Disaster Recovery Programs listed above and for Davis Bacon compliance for the LIHTC-CDBG Piggyback Program.

II. Background

The United States Congress, through Public Law 109-148 and through Public Law 109-234, appropriated funds totaling \$10.41 billion to the CDBG Program for use through the State of Louisiana for disaster recovery efforts related to Hurricane Katrina and Hurricane Rita. The Governor created the LRA to provide broad oversight and guidance to the state’s rebuilding effort. The LRA and the Louisiana Division of Administration entered into a memorandum of understanding for the OCD to work with LRA to implement the disaster recovery program. The Louisiana Commissioner of

Administration created the Disaster Recovery Unit within the Office of Community Development to administer the Program.

A. Covered Programs

OCD administers a wide range of disaster recovery programs. OCD has engaged consultants to assist OCD with the implementation and administration of the following OCD Disaster Recovery Programs:

1. **Long Term Community Recovery Program**

The purpose of this program is to provide funding to parishes and municipalities for implementation of local long-term recovery plans in the most heavily impacted areas of the state.

2. **Primary and Secondary Education Infrastructure Program**

The purpose of this program is to provide funding to school districts for repairs that are ineligible under the FEMA Public Assistance Program.

3. **Fisheries Infrastructure Program**

The purpose of this program is to provide funding to eligible entities for projects that improve the viability and long-term sustainability of the commercial and recreational fisheries of coastal Louisiana.

4. **Local Government Emergency Infrastructure Program**

The purpose of this program is to provide local governments with the required FEMA match for emergency infrastructure projects, provide the non-Federal match for FEMA Hazard Mitigation Grant Program (GMGP) Funds, and pay for repairs that are ineligible under the FEMA PA Grant Program.

5. **Davis-Bacon Compliance LIHTC-CDBG Piggyback Program**

The purpose of this program is to provide funding to support affordability for especially low-income Louisianans in properties receiving Gulf Opportunity Zone Low Income Housing Tax Credits. If CDBG funds are used for construction, Davis-Bacon wage rates and reporting requirements apply.

B. Scope of Work

The scope of work required varies with each of the covered programs. The Consultants will provide experienced personnel to assist with the implementation and administration of the covered programs as described below.

1. Long Term Community Recovery Program

Consultants will assist OCD by working directly with Grantees to develop project priority list, to prepare project descriptions and project applications, to observe and track the bidding and pre-construction process, to observe and track construction activities and to prepare project closeout documents.

2. Primary and Secondary Education Infrastructure Program

Consultants will assist OCD by working directly with Grantees to develop project priority list, to prepare project descriptions and project applications, to observe and track the bidding and pre-construction process, to observe and track construction activities and to prepare project closeout documents. Consultants will also administer existing or completed projects.

3. Fisheries Infrastructure Program

OCD will administer the project selection and application process for this program. Once applications are approved, Consultants will assist OCD by working directly with Grantees to observe and track the bidding and pre-construction process, to observe and track construction activities and to prepare project closeout documents.

4. Local Government Emergency Infrastructure Program

Consultants will assist OCD by working directly with Grantees to prepare project descriptions and project applications, to observe and track the bidding and pre-construction process, to observe and track construction activities and to prepare project closeout documents. Consultants will also administer existing or completed projects.

5. **Davis-Bacon Compliance LIHTC-CDBG Piggyback Program**

Consultants will assist OCD by providing Davis-Bacon and other Federal labor standards compliance activities to projects funded under the LIHTC-CDBG Piggyback Program.

C. Program Requirements

1. The general statutes and regulations governing CDBG programs in Louisiana are found in:
 - a. Title I of the Housing and Community Development Act of 1974, as amended.
 - b. 24 CFR Part 570, Subpart I, Community Development Block Grant: State Program Regulations.
 - c. Louisiana Revised Statutes
2. The federal appropriation statute for the disaster recovery funds mandates the following requirements:
 - a. Funds will be used only for disaster relief, long-term recovery, and restoration of infrastructure in the most impacted and distressed areas related to Hurricanes Katrina and Rita.
 - b. Procedures will be established to prevent recipients from receiving any duplication of benefits and to prevent fraud and abuse of funds.
 - c. Maximum feasible priority will be given activities that will benefit low- and moderate-income persons.
 - d. The aggregate use of CDBG disaster recovery funds shall ensure that at least 50 percent of disaster recovery grant funds expended are for activities that principally benefit low- and moderate-income persons.
 - e. CDBG disaster recovery funds will not be used for any activity in an area delineated as a special flood hazard area in FEMA's most current flood advisory maps unless the activity is designed or modified to minimize harm to or within the floodplain in accordance with Executive Order 11988 and 24 CFR part 55.

3. Each project must meet one the following three National Objectives established by HUD for the CDBG Program.
 - a. **Benefit to low- and moderate-income persons**

This objective requires that 51% of the persons benefiting from the CDBG-funded activity are low- and moderate- income.
 - b. **Aid in prevention or elimination of slums or blight**

This objective requires that the area meets a definition of a slum, blighted, deteriorated or deteriorating area under State or local law and that the activity is designed to address one or more of the conditions that contributed to the deterioration of the area.
 - c. **Meet community development needs having a particular urgency**

This objective requires that an activity addresses needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community; is of recent origin (generally within 18 months) or which recently became urgent; and has no other available source to complete the funding package and the community cannot finance the activity on its own.
5. Each project must comply with the requirements of the State's Action Plan for the Use of Disaster Recovery Funds approved by HUD, along with subsequent Amendments. Action Plans can be accessed at <http://www.doa.louisiana.gov/cdbg/DRactionplans.htm>.

D. HUD Waivers

HUD has issued a number of waivers related to the use of the Disaster Recovery Funds. The following waivers pertain to the programs covered in this Implementation Plan.

1. Waiver to reduce the requirement that 70 percent of funds are for activities that benefit low- and moderate-income persons to stipulate that at least 50% of disaster recovery grant funds are for activities that principally benefit low- and moderate-income persons.
2. Waiver to allow direct grant administration by the State.

3. Waiver to allow units of local government to hold one public hearing during the life of the project instead of two.
4. Waiver to allow State to distribute funds to entitlement communities.
5. Waiver to allow program income to be retained by unit of local government and to use it for additional disaster recovery activities. Program income retains its disaster recovery nature until closeout of the recovery program.
6. OCD has obtained waiver to allow CDBG funds to be expended on buildings of general conduct of government.

E. OCD Modifications

In an effort to streamline the program and to reflect the special requirements of the Disaster Recovery Program, OCD has modified various rules and procedures of the State's regular CDBG program. The following modifications pertain to the programs covered in this Implementation Plan.

1. Eligible Grantees are defined by each program and include entities not eligible under the State's regular CDBG program.
2. Projects will be approved by OCD for funding instead of being awarded on a competitive basis. Initial LRA approval of Long Range Plans does not imply OCD approval of specific projects.
3. OCD may provide direct administration of grants through its consultants.
4. Any HUD eligible activity is allowed only for the Long Term Community Recovery Program. Eligible activities (as per the Housing and Community Development Act (HCDA)) for the other programs are as follows:
 - a. **Primary and Secondary Education – 2nd Action Plan**
 - i. HCDA Section 105 (a)(2), Public Facilities and Improvements and Privately-Owned Utilities
 - ii. HCDA Section 105 (a)(9), Payment of Non-Federal Share
 - b. **Fisheries – Action Plan Amendment No. 17 to the 1st Action Plan**
 - i. HCDA Section 105 (a)(1), Acquisition of Real Property

- ii. HCDA Section 105 (a)(2), Public Facilities and Improvements and Privately-Owned Utilities
- iii. HCDA Section 105 (a)(4), Clearance, Rehabilitation, Reconstruction, and Construction of Buildings (Including Housing)
- iv. HCDA Section 105 (a)(8), Public Services
- v. HCDA Section 105 (a)(9), Payment of Non-Federal Share
- vi. HCDA Section 105 (a)(17), Economic Development Assistance to For-Profit Business
- vii. HCDA Section 105 (a)(25), Lead-based Paint Hazard Evaluation and Reduction

c. **Local Government Emergency Infrastructure Program – Action Plan Amendment No. 41 to the 1st Action Plan**

- i. HCDA Section 105 (a)(1), Acquisition of Real Property
- ii. HCDA Section 105 (a)(2), Public Facilities and Improvements and Privately-Owned Utilities
- iii. HCDA Section 105 (a)(4), Clearance, Rehabilitation, Reconstruction, and Construction of Buildings (Including Housing)
- iv. HCDA Section 105 (a)(8), Public Services
- v. HCDA Section 105 (a)(9), Payment of Non-Federal Share
- vi. HCDA Section 105 (a)(12), Planning and Capacity Building
- vii. HCDA Section 105 (a)(17), Economic Development Assistance to For-Profit Business
- viii. HCDA Section 105 (a)(18), Housing Rehabilitation

4. There are no predetermined amounts for grant limits.

5. When possible activity beneficiaries will be determined by census data for activities.

6. The Environmental Review Record for each project will be prepared by OCD's environmental consultant.

7. Each project must consider and/or propose a mitigation plan to minimize damage in the event of future floods and/or hurricanes.

8. Grantees shall adopt and enforce the latest available flood elevations of the FEMA Flood Recovery Guidance, unless exceptions are granted by OCD and LRA based on reasonable alternatives where safety is not minimized.
9. Grantees shall adopt and/or implement the statewide building code standards adopted in the 2005 1st Extraordinary Session of the Louisiana Legislature.
10. Deadlines and fines associated with the clearing of contract conditions has been eliminated.

III. Consultant Role

OCD has contracted with Hunt, Guillot & Associates, LLC and with Louisiana Solutions, LLC to provide services and furtherance of grant management activities. Hunt, Guillot & Associates, LLC and Louisiana Solutions, LLC will designate Program Managers and Project Managers, subject to the approval of OCD, to oversee and direct the work.

The normal role of the Consultant is to function in a hybrid role of serving as the Grantee's administrative consultant while working as an agent of OCD. **This Implementation Plan is written to describe this hybrid role.**

A Grantee may choose to hire a local consultant or may choose to administer the grant with their own staff. If the Grantee chooses to hire a local consultant or use their own staff and desires that the fees be paid for with CDBG funds, those fees will be taken out of the Grantee's allocated amount.

If the Grantee chooses to hire a local consultant or use their own staff, the Consultant will assume a review and monitoring role. **The Grantee, in conjunction with the hired local consultant, will be responsible for developing and implementing the project in accordance with OCD and CDBG rules and regulations.**

IV. Grantee Role

The Grantee will work with the designated Consultant to administer the Grant and ensure HUD certifications and requirements are met. With the assistance of the Consultant, the ultimate responsibility to meet CDBG requirements remains with the Grantee.

V. Monitoring

In-depth monitoring of program activities by OCD will be an ongoing process throughout the programs. Consultants will upload documentation on a concurrent basis to the OCD Data Storage Website. OCD staff will have access to the website and be able to perform remote monitoring of program activities as they occur. In addition, OCD staff will perform periodic on-site monitoring of Grantees. Consultants will assist OCD and the Grantees with resolving project monitoring issues. Project Manager will assist OCD with resolving Program monitoring issues.

VI. Implementation Plan Organization

The Implementation Plan is organized by sections which detail each Phase of the Grant process. The Implementation Plan is designed to show the steps/tasks needed from the preliminary activities through project closeout with each Grant.

A. For typical infrastructure projects, the Grant process is broken down into the following phases:

1. Phase I – Pre-Application Phase

The Pre-Application Phase involves determination of Grantees, development of a project priority list for each Grantee, execution of Cooperative Endeavor Agreement between OCD and Grantee, and initial Grantee CDBG and OCD compliance activities.

During the Pre-Application Phase the consultant assists the Grantee with the preparation of a project description package. The consultant assists the Grantee with the preparation of the Pre-application. The consultant completes the Consultant's Justification and Recommendation report and Risk Assessment.

2. Phase II – Application Phase

The Application Phase involves the completion and submission of project applications and related CDBG and OCD compliance activities.

3. Phase III - Project Development Phase

The Project Development Phase involves the review of project plans and specifications, coordination of environmental clearance activities, property acquisition, and related CDBG compliance activities.

4. **Phase IV - Bidding/Pre-Construction Phase**

The Bidding/Pre-Construction Phase involves bidding, contract award, pre-construction, and related CDBG compliance activities.

5. **Phase V - Construction Phase**

The Construction Phase involves all elements related to project construction.

6. **Phase VI - Closeout Phase**

The Closeout Phase is divided into two parts; project closeout for each individual project and program closeout for entity-level closeout both primarily involving the preparation of project/program completion reports and related documents.

B. Through the Grant process, the following tasks will be covered within each phase:

1. **Project Selection, Development and Implementation Activities**

Project Selection includes project selection, preparation of project description package, preparation of project applications, review of bidding documents, observing and tracking of construction activities, and closeout of the project.

2. **Record Keeping**

Record Keeping involves the establishment and maintenance of an effective filing system at the Grantee's office to provide documentation of all activities. It also includes the uploading of documents to the OCD Data Storage Website.

3. **Cooperative Endeavor Agreement**

Cooperative Endeavor Agreement (CEA) task involves assisting in the execution of a Cooperative Endeavor Agreement between OCD and the Grantee.

4. **Financial Management System**

Financial Management task involves the establishment and maintenance of the Grantee's financial management system to provide effective financial controls for all project expenditures.

5. **Citizen Participation**

Citizen Participation involves efforts to comply with HUD citizen participation requirements to provide reasonable opportunities for citizen participation and access to information with respect to local community development programs.

6. **Procurement**

Procurement involves efforts to comply with HUD procurement requirements found in 24 CFR Part 85.36 for all goods and services that will be paid for in part or in full by CDBG funds.

7. **Community Development Plan**

It has been determined by OCD that the requirement for community development plans is not applicable for disaster recovery programs. This revision of the Implementation Plan will delete all references to any work related activities for community development plans.

8. **Residential Anti-Displacement**

Residential Anti-Displacement task involves efforts to minimize project-related displacement and the hardships it imposes. This includes direct displacement resulting from real property acquisition, rehabilitation, demolition, and conversion and any indirect displacement.

9. **Section 504**

Section 504 involves efforts to comply with the requirements of Section 504 of the Rehabilitation Act of 1973. This section specifies that no otherwise qualified individual shall solely by reason of handicap be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal assistance.

10. **Fair Housing**

Fair Housing involves efforts to comply with Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) which prohibits discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex or national origin.

11. **Equal Employment Opportunity**

Equal Opportunity involves efforts to comply with HUD Equal Opportunity requirements to ensure that all CDBG-funded activities undertaken as part of the project are conducted in a manner which will not cause discrimination on the basis of race, color, religion, sex, disability, familial status or national origin.

12. **Section 3**

Section 3 involves efforts to comply with Section 3 of the Housing and Urban Development Act of 1968 which requires the Grantee, to the greatest extent feasible, to provide training, employment and other economic opportunities to lower income residents of the project area and contract opportunities to businesses that provide economic opportunities for low- and very low-income persons residing in the project area.

13. **Labor Compliance**

Labor Compliance involves efforts to comply with Federal labor standards provisions including the Davis-Bacon Act, the Copeland Anti-Kickback Act, and the Contract Work Hours and Safety Standards Act. In general the Davis-Bacon Act applies to construction contracts greater than \$2,000 and the Contract Work Hours and Safety Standards Act applies to contracts greater than \$100,000.

14. **Disclosure**

Disclosure involves efforts to comply with Federal financial disclosure requirements regarding submission of a Disclosure Report or Reports that identifies the sources and uses of all funds for a project and reports the financial interest of “interested parties” in the project.

15. **Property Acquisition**

Property Acquisition involves efforts to comply with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended for any property acquired, in whole or in part, with CDBG funds.

Phase I - Pre-Application Phase

A. Overview

During the Pre-Application Phase, the Consultant's primary responsibilities are to determine the appropriate Grantee/Subrecipient for each project, to develop a project priority list with each Grantee, and to determine if the Grantee will utilize the OCD Consultant or hire a local consultant. If the Grantee intends to utilize the OCD Consultant, the Consultant will assist the Grantee with initial CDBG and OCD compliance activities and with developing a Project Description package for each viable project.

If Grantee chooses to hire a local consultant, the Consultant will assume a monitoring role. The Grantee, in conjunction with the hired local consultant, will be responsible for developing and implementing projects in accordance with OCD and CDBG rules and regulations.

Eligible grantees are municipalities and parish governments, state agencies, and non-profits located in the most severely impacted areas of the State. Those areas have been determined to be located in the following parishes: Acadia, Allen, Beauregard, Calcasieu, Cameron, East Baton Rouge, Iberia, Jefferson, Jefferson Davis, Lafayette, Lafourche, Livingston, Orleans, Plaquemines, St. Bernard, St. Charles, St. John the Baptist, St. Mary, St. Tammany, Tangipahoa, Terrebonne, Vermilion, and Washington.

B. Pre-application-Entity Level Tasks

1. Project Selection, Development and Implementation -

The Consultant will assist the Grantee with the following preliminary activities:

- a. Review the Parish's Long Term Community Recovery Plan. Verify that the projects listed in the priority list are included in the Plan (LTCR only).
- b. Develop priority project list (LTCR and PSE).
- c. Review with OCD any prior activity OCD has taken with Parish.

- d. Develop relationships with key stakeholders at parish and municipal level by attending initial meetings with Grantee.
- e. Provide guidance on LRA and HUD requirements.
- f. Work with OCD to determine Grantees in each Parish and to establish an allocation of funds to each Grantee.
- g. Verify Parish has adopted latest ABFE and Statewide Building Codes.
- h. Work with OCD to determine if Grantee will utilize OCD consultant.

OCD will arrange introductory meeting in each parish.

For those Grantees utilizing the OCD consultant, the Consultant will assist the Grantee with the following activities:

- i. Assess Grantees prior CDBG experience and capacity to carry out program activities.
- j. Evaluate opportunities for regional approach to solve problems.
- k. Evaluate opportunities to leverage CDBG funds with other funding sources.
- l. Documents -
 - LTCR Plan and amendments
 - Grantee's priority project list.
 - ABFE and building code verifications.

2. **Record Keeping System** - Consultant will assist Grantee with establishing the Grantee's file system based on the model filing system as shown in Appendix III.

Grantees must maintain local records on their project(s) as required by 24 CFR 570.490. The records should be sufficient to determine that the Grantee complied with HUD certifications and requirements.

- a. Consultant will assist Grantee with ensuring the information contained in each file is current and in the proper file folder. Consultant will assist Grantee with ensuring that the filing system can be easily located.
- b. Consultant will assist Grantee with ensuring all files are properly protected and secured.
- c. Consultant will assist Grantee with responding to requests for documents from OCD, Division of Administration, State Legislative Auditor, HUD, the Comptroller General of the United States, and any of their duly authorized representatives or agents.
- d. Consultant will assist Grantee with responding to requests for documents under the Freedom of Information Act and/or the Louisiana Public Records Law (LSA-R.S. 44:1 et seq.)
- e. Documents –
 - HUD Model Recordkeeping Requirements

All records must be maintained by Grantee for five (5) years after contract (CEA) closeout.

In addition to maintaining the Grantee's file system, the Consultant will upload an electronic copy of all documents to the OCD Data Storage Website.

- 3. **Cooperative Endeavor Agreement-** Each Grantee is required to execute a Cooperative Endeavor Agreement with OCD. The Consultant will assist the Grantee with the following activities:
 - a. Consultant will provide template and assist Grantee with ensuring the Grantee has adopted a resolution authorizing the execution of the Cooperative Endeavor Agreement.
 - b. Consultant will verify Grantee has adopted and is enforcing the latest available flood elevations of the FEMA Flood Recovery Guidance, unless exceptions are granted by OCD and LRA based on reasonable alternatives where safety is not minimized.

- c. Ensure Grantee has adopted and/or implemented the statewide building code standards adopted in the 2005 1st Extraordinary Session of the Louisiana Legislature.
- d. Consultant will assist Grantee with development and execution of Cooperative Endeavor Agreement with Sub Grantees if required.
- e. Consultant will assist Grantee with executing, verifying and transmitting the Cooperative Endeavor Agreement to OCD.
- f. Consultant will upload the executed Cooperative Endeavor Agreement, Resolution documents, and the adoption of the latest ABFE Statewide Building Code documentation to the OCD Data Storage Website.
- g. Documents –
 - Resolution authorizing execution of CEA
 - Example CEA
 - Executed CEA

4. **Financial Management** - The primary goal of Financial Management during pre-application is the establishment of the financial management system. The Consultant will assist with the following activities:

- a. Consultant will assist Grantee with preparation and adoption of a resolution to establish a CDBG Disaster Recovery non-interest bearing checking account, identify procedures for approval of financial transactions, and designate individuals to sign Request for Payment forms.
- b. Consultant will assist Grantee with establishing a non-interest bearing checking account and obtaining checks.
- c. Consultant assists Grantee with ensuring segregation of duties regarding approval of invoices, drawdown of CDBG funds, and disbursement of funds.

- d. Consultant will assist Grantee with completing IRS Form W-9 and Electronic Funds Transfer Enrollment Form and transmitting completed forms to OCD.
- e. Consultant will assist Grantee with completing and transmitting the Authorized Signature Form to OCD.
- f. Consultant educates Grantee personnel on CDBG financial management requirements and procedures.
- g. Consultant verifies Fidelity Bond coverage for responsible parties and uploads documentation.
- h. Ensure original or copy of all documents are filed in "File No. 3 - Financial Management" and uploaded to the OCD Data Storage Website.

Grantees must maintain accounting records and source documentation to show compliance with all applicable statutory and regulatory requirements. Grantees must also maintain documentation that funds were expended only for reasonable and necessary costs (24 CFR Part 85 and OMB circular A-87).

- i. Documents -
 - Financial Resolution
 - EFT Form
 - W-9
 - Authorized Signature Form

5. **Citizen Participation-** The primary goal of Citizen Participation during pre-application is the adoption of a Citizen Participation Plan and Citizen Complaint Procedure. The Consultant will assist the Grantee with the following activities:

- a. Consultant will assist Grantee with CDBG citizen participation requirements and procedures.
- b. Consultant will provide template and assist Grantee with preparation of a Disaster Recovery CDBG Citizen Participation Plan

and the preparation and adoption of a resolution adopting the Plan.

- c. Consultant will provide template and assist Grantee with preparation of a Disaster Recovery CDBG Citizen Complaint Procedure and preparation and adoption of a resolution adopting the Procedure.
- d. Consultant monitors for any citizen complaints. The Consultant will notify the appropriate Project Manager and OCD of any written citizen complaints received by the Grantee and assist the Grantee with responding to the complaint.
- e. Ensure original or copy of all documents are filed in "File No. 4 - Citizen Participation" and uploaded to the OCD Data Storage Website.

HUD WAIVED THE SPECIFIC REQUIREMENTS OF 24 CFR 570.486 RELATING TO PUBLIC HEARINGS AND PUBLIC NOTICES DURING THE DEVELOPMENT OF THE APPLICATION. IF THE GRANTEE ELECTS TO HOLD ADDITIONAL PUBLIC HEARINGS OR PUBLISH NOTICES FOR PUBLIC COMMENT, THE GRANTEE SHOULD COMPLY WITH THE FOLLOWING ITEMS.

- f. Grantee will select date, time and place for public hearing.
- g. Consultant will provide template for Grantee to publish a notice of public hearing- 5 day minimum.
- h. Consultant will verify Grantee obtains proof of publication for verification and will upload documentation to OCD Data Storage Website.
- i. Consultant will verify Grantee has recorded a public meeting attendance list and minutes of hearing. Consultant will verify and upload to the OCD Data Storage Website.
- j. Documents -
 - Citizen Participation Plan and Resolution

- Citizen Complaint Procedure and Resolution
- Public Notice for Public Hearing
- Attendance list and meeting minutes

6. **Procurement** - The Grantee must have a written and adopted procurement policy that contains all items required by the Federal Procurement Regulations. If the Grantee has an adequate existing procurement policy already in place, then it should be followed. However, the Consultant must review the Grantee's current policy to ensure it contains all items required by 24 CFR 85.36.

Specific attention should be paid to inclusion of a code of conduct for the Grantee's officers, employees or agents and a requirement that positive efforts be made to use small, minority, female, low-income and/or locally-owned businesses.

Failure to follow the CDBG procurement procedures when required to do so could result in disallowed costs.

The Consultant should encourage the Grantee to adopt a Disaster Recovery CDBG Procurement Policy that will be followed for projects funded with CDBG Disaster Recovery funds. If the Grantee has local procurement procedures and CDBG procurement procedures, in case of conflict, the more stringent of the two should be followed.

The primary goal of Procurement during the pre-application phase is the adoption of a Procurement Policy. The Consultant will assist the Grantee with the following activities:

- a. Consultant will provide template and assist Grantee with preparation of a Disaster Recovery CDBG Procurement Policy and the preparation and adoption of a resolution adopting the Policy.
- b. Consultant educates Grantee personnel on CDBG procurement requirements and procedures.
- c. Ensure original or copy of all documents are filed in "File No. 5 – Procurement" and uploaded to the OCD Data Storage Website.
- d. Documents -
 - Disaster Recovery CDBG Procurement Policy

- Resolution adopting Disaster Recovery CDBG Procurement Policy

7. **Residential Anti-Displacement-** The primary goal of Residential Anti-Displacement during pre-application is the adoption of a Residential Anti-Displacement and Relocation Assistance Plan and a Residential Anti-Displacement and Relocation Assistance Certification. The Consultant will assist with the following activities:

- a. Consultant will provide template and assist Grantee with preparation of a Residential Anti-Displacement and Relocation Assistance Plan and the preparation and adoption of a resolution adopting the Plan.
- b. Consultant will provide template and assist Grantee with preparation and execution of a Residential Anti-Displacement and Relocation Assistance Certification and transmittal of certification to OCD.
- c. Ensure original or copy of all documents are filed in “File No. 7 - Residential Anti-Displacement” and uploaded to the OCD Data Storage Website.
- d. Documents -
 - Resolution adopting Residential Anti-Displacement Plan
 - Residential Anti-Displacement Plan
 - Relocation Assistance Certification

If the Grantee proposes any activity that will result in the demolition of dwelling units or the displacement of individuals, the Consultant will notify the appropriate Project Manager. A meeting between OCD staff and all concerned parties will be required.

Grantees are required to take steps to minimize the direct and indirect displacement of persons from their homes. If a project will cause the displacement of persons the grantee should contact OCD to coordinate relocation assistance efforts to ensure compliance with the requirements of 24 CFR 570.606.

8. **Section 504** - The primary goal for Section 504 during pre-application is to determine if the Grantee has previously prepared a Section 504 Self-Evaluation, preparation of a Section 504 Assurance Form, and initial efforts to comply with Section 504 Grantee level requirements. The Consultant will assist Grantee with the following activities:
- a. Consultant will provide technical assistance and educate Grantee on Section 504 requirements.
 - b. Consultant will provide template and assist Grantee with preparation and execution of a Section 504 Assurance and transmittal of certification to OCD.
 - c. Consultant determines if Grantee has previously completed a Section 504 Self-Evaluation.
 - i. If Grantee has previously completed a Section 504 Self-Evaluation the Consultant will assist the Grantee in completing a “Summary of Actions Taken to Achieve Compliance with Section 504” document.
 - ii. If Grantee has not previously completed a Section 504 Self-Evaluation the Consultant will assist the Grantee in completing a Section 504 Self-Evaluation.
 - d. Consultant will assist Grantee with implementing an effective method of communication with hearing impaired persons. The regulations require the Grantee to have a TDD or to utilize the Louisiana Relay System.
 - i. If Grantee has a TDD, the Consultant should ensure the TDD number is listed on all required notices and advertisements.

- ii. If Grantee chooses to utilize the Louisiana Relay System, the Consultant will assist the Grantee in preparation and adoption of a policy to utilize the relay system. In addition, the Consultant will assist with the preparation and publishing of a notice in the local newspaper publishing the Louisiana Relay System telephone numbers.
- e. If Grantee employs fifteen or more persons:
 - i. Consultant will provide template and assist Grantee with preparation and adoption of a Section 504 Grievance Procedure.
 - ii. Consultant will provide template and assist Grantee with preparation and adoption of a resolution designating a Section 504 Coordinator.
 - iii. Consultant will provide template and assist Grantee with the preparation and publishing of a notice of “Non-discrimination Based on Handicap” in the local newspaper.
 - iv. Consultant obtains proof of publication of notice.
- f. Consultant monitors for any Section 504 complaints. The Consultant will notify the appropriate Project Manager and OCD of any written Section 504 complaints received by the Grantee and assist the Grantee with responding to the complaint.
- g. Ensure original or copy of all documents are filed in “File No. 8 - Section 504” and uploaded to the OCD Data Storage Website.
- h. Documents -
 - Section 504 Assurance
 - Section 504 Self-Evaluation

- Summary of Actions Taken to Achieve Compliance with Section 504
- Section 504 Coordinator Resolution
- Section 504 Grievance Procedure and Resolution
- Communication Resolution
- Policy For Communicating Information to Persons with Sensory Impairments
- Notice of publication for “Non-discrimination based on Handicap”.

Good faith efforts by a grantee include efforts to ensure that activities are accessible to persons with handicaps, efforts to ensure that communications are accessible to those with visual and hearing impairments, and the publication of notices supporting Section 504.

9. **Fair Housing** - The primary goal of Fair Housing during pre-application is to assist the Grantee with preparation of a Fair Housing Assessment and to conduct at least one activity to further Fair Housing. The Consultant will assist Grantee with the following activities:
 - a. Consultant will provide technical assistance and educate Grantee on Fair Housing requirements.
 - b. Consultant will assist Grantee with preparation and adoption of a resolution designating a Fair Housing Coordinator.
 - c. Consultant will assist Grantee with completing a Fair Housing Assessment and submitting the completed Assessment to the OCD.
 - d. Consultant will assist Grantee with posting of a Fair Housing Poster in a prominent location.
 - e. Consultant will assist Grantee with taking at least one action to affirmatively further Fair Housing.

- f. Consultant assists Grantee with monitoring for any Fair Housing complaints. The Consultant will notify the appropriate Project Manager and OCD of any written Fair Housing complaints received by the Grantee and assist the Grantee with responding to the complaint.
- g. Ensure original or copy of all documents are filed in “File No. 9 - Fair Housing” and uploaded to the OCD Data Storage Website
- h. Documents -
 - Fair Housing Coordinator resolution
 - Fair Housing Assessment
 - Fair Housing Poster

Fair Housing is not applicable to the Primary and Secondary Education; however, Fisheries programs will be subject Fair Housing requirements if a parish government is the grantee.

- 10. **Equal Opportunity** - The primary goal of Equal Opportunity during pre-application is to assist the Grantee with reviewing the Grantee’s existing employment procedures. The Consultant will assist Grantee with the following activities:
 - a. Consultant will provide technical assistance and educate Grantee on Equal Opportunity requirements.
 - b. Consultant will assist Grantee with preparation and adoption of a resolution designating an Equal Opportunity Coordinator.
 - c. Consultant will verify Grantee has posting of an Equal Employment Opportunity Poster in a prominent location.
 - d. Consultant will verify Grantee has included the use of “Equal Housing Opportunity” slogan and logo on Grantee stationary and public notices.

- e. Consultant will assist Grantee with developing and maintaining a list of minority and female-owned businesses, contractors, and suppliers.
- f. Consultant will verify Grantee is maintaining Grantee employment data that indicates staff composition by race, sex, handicap status and national origin (EEO-4 form or equivalent).
- g. Consultant will assist Grantee with monitoring for any Equal Opportunity complaints. The Consultant will notify the appropriate Project Manager and OCD of any written Equal Opportunity complaints received by the Grantee and assist the Grantee with responding to the complaint.
- h. Consultant will verify Grantee “Good Faith” efforts to further EEO including public notices and announcements, inclusion of EEO language in advertisements and employment forms, and identification of MBE/WBE businesses, contractors, and suppliers.
- i. Ensure original or copy of all documents are filed in “File No. 10 - Equal Opportunity” and uploaded to the OCD Data Storage Website.
- j. Documents -
 - Equal Opportunity Coordinator resolution
 - Equal Employment Opportunity Poster
 - List of minority and female-owned businesses, contractors, and suppliers.

11. **Section 3** - The primary goal of Section 3 during pre-application is to assist the Grantee with initial “good faith” efforts to further Section 3 goals and objectives. The Consultant will assist Grantee with the following activities:

- a. Consultant will provide technical assistance to Grantee on Section 3 Compliance including Section 3 program thresholds, who qualifies as a Section 3 resident, and what type of organization qualifies as a Section 3 business concern.

- b. Consultant will assist Grantee with preparation of Grantee Section 3 Plan.
- c. Consultant will assist Grantee with “good faith” efforts to achieve Section 3 goals. “Good faith” efforts include the placement of Section 3 requirements in covered contracts, developing and maintaining a list of local businesses and contractors, newspaper advertisements, job vacancy announcements, and letters to businesses inviting bids.
- d. Consultant educates Grantee personnel on Section 3 requirements.
- e. Consultant monitors for any Section 3 complaints. The Consultant will notify the appropriate Project Manager and OCD of any written Section 3 complaints received by the Grantee and assist the Grantee with responding to the complaint.
- f. Ensure original or copy of all documents are filed in “File No. 11 - Section 3” and uploaded to the OCD Data Storage Website.
- g. Documents -
 - Section 3 Plan

12. **Labor Compliance** - The primary goal of Labor Compliance during pre-application is to assist the Grantee with the appointment of a labor compliance officer. The Consultant will assist Grantee with the following activities:

- a. Consultant will provide template and assist Grantee with preparation and adoption of a resolution designating the appointment of the Labor Compliance Officer for CDBG Disaster Recovery Projects.
- b. Consultant educates Grantee personnel on Labor Compliance requirements.

- c. Ensure original or copy of all documents are filed in “File No. 12 – Labor Compliance” and uploaded to the OCD Data Storage Website.
 - d. Documents -
 - Labor Compliance Officer appointment resolution
13. **Disclosure Report** - No action required during the Pre-Application Phase.
 14. **Property Acquisition** - No action required during the Pre-Application Phase.

C. Pre-application-Project Level Tasks

The Consultant will verify that the proposed project is in the Long Term Community Recovery Plan and/or project priority list as applicable.

1. The Consultant will assist the Grantee to determine each project’s eligibility for the following criteria:
 - a. Determine if the project is related to the recovery from the effects of Hurricane Katrina or Rita.
 - b. Determine if the project meets one of three HUD national objectives
 - i. **Low Mod-** benefit to Low and Moderate Income Persons.
 - ii. **Slum Blight-** aid in the Prevention of Slum or Blight.
 1. **SBA** - requires designation of area as slum or blighted. Activities limited to those that address the identified conditions that contributed to the slum and blight
 2. **SBS** - eliminate conditions of blight or decay on a spot basis and are not located in a slum or blighted area. Restricted list of HUD approved activities.

- iii. **Urgent Need** - need must be identified in 1st Action Plan or 2nd Action Plan. Requires resolution that grantee is unable to finance activity on its own and that other sources of funding are not available.
 - c. Determine if the project meets a CDBG eligible activity (HUD Matrix code).
- 2. The Consultant will assist Grantee in preparing a Pre-application Project Description package (PDA) for each viable project. This will include:
 - a. Project identification (project name, Grantee name, Program).
 - b. Estimated funding sources and amounts.
 - c. Description of project.
 - d. Proposed National Objective.
 - e. Proposed eligible activity(ies)
 - f. Consultant's recommendation of whether or not the project should proceed to the application phase.
 - g. Project Risk Assessment
- 3. The Consultant will review the PDA with the Grantee, submit to OCD for review, and upload PDA package to the OCD Data Storage Website.
- 4. The Consultant will work with Grantee to amend PDA in response to OCD comments, if applicable.

Once a PDA has been approved from OCD, the project is then approved to go to application phase.

The approved PDA during the Pre-Application Phase serves as a trigger for the Consultant to initiate the Environmental Review Record (ERR) and A/E Procurement activities.

- a. Documents -
 - Project Description Package

- OCD Approval

5. **Environmental Process Development Steps -**

- a. The Consultant forwards the approved project description (PDA) via email, preferably, to the OCD Environmental Officer, and requests an ERR.
- b. The OCD Environmental Officer either performs ERR or assigns to Environ for execution.
- c. The OCD Environmental Officer and/or Environ will communicate directly with Grantee and/or Consultant for any required additional information.
- d. Upon environmental clearance, the OCD Environmental Officer provides a copy of the clearance document to the Consultant.
- e. If required, Consultant will assist Grantee in obtaining a Certification of Exemption for “Exempt” activities and 24 CFR 58.6 Checklist. Forms will be prepared by OCD’s Environmental Officer.
- f. Consultant logs the clearance or exemption, if applicable, and notifies the Grantee.
- g. Consultant will assist Grantee with obtaining the forms from the OCD Environmental Officer and execution of forms by responsible entity certifying officials.
- h. Ensure original or copy of all documents are filed in “File No. 1 - Project Selection, Development and Implementation” and uploaded to the OCD Data Storage Website.

Phase II - Application Phase

A. Overview

Using the approved Project Description package (PDA) during the pre-application phase, the Consultant will provide guidance and assistance to the Grantee in completing a CDBG Application. Major tasks included in this phase are the procurement of an architectural or engineering (A/E) firm, CDBG application preparation related activities and citizen participation activities.

B. Procurement of an Architectural or Engineering Firm

The normal procurement activity that occurs during the Application Phase is the procurement of professional architectural and/or engineering services. In some cases, however, the A/E procurement may not occur until Phase III, Project Development Phase. The scope of work for the design professional typically includes application preparation services, project design, and construction period services. A/E design services procurement is a qualification based process. A/E services exclusive of design services may be procured by either competitive proposals (where price is a factor) or by the small purchase method.

1. Procurement of A/E Services by Competitive Proposals Method

- a. Consultant will provide template and assist Grantee to establish a selection criteria and selection review committee.
- b. Consultant will provide template and assist Grantee to develop Qualification Statements Proposal package.
- c. Consultant will assist Grantee with publishing the Request for Qualifications Statements/Proposals.
- d. Consultant will verify proof of publication in newspaper, obtain a copy and upload.
- e. Consultant will assist Grantee to maintain copies of all proposals and statements received.
- f. Consultant monitors Grantee selection process to ensure selection is made in accordance with CDBG procurement regulations.

The Consultant should not participate directly in the review and ranking process.

- g. Consultant will verify and upload review and evaluation of statements received.
- h. Consultant will verify written statement explaining the basis for selection.
- i. Consultant will assist Grantee in verifying the eligibility of the selected firm to participate in CDBG program by ensuring that the firm is not on the federal list of ineligible professionals and debarred contractors. Consultant will maintain documentation regarding the firm's eligibility. (Source <https://www.epls.gov>.)
- j. Consultant will provide template and assist Grantee with preparation and adoption of resolution of award to selected firm.

2. Procurement of A/E Services by Small Purchase Method

The small purchase procedure may be utilized to procure non-design A/E services costing less than \$100,000. This may include geotechnical investigations, construction observation, materials testing, etc.

- a. Consultant will assist Grantee in obtaining and verifying price or rate quotations from a minimum of three sources. These can either be by fax or in writing.
- b. Consultant will assist Grantee in obtaining and verifying written documentation regarding the businesses contacted, prices quoted, basis for selection, and cost.
- c. Consultant will assist Grantee with preparation and verifying the signing of the contract formalizing a scope of work and the terms of compensation.
- d. Consultant will assist Grantee in verifying the eligibility of the selected firm to participate in the CDBG program by ensuring that the firm is not on the federal list of ineligible professionals and

debarred contractors. Consultant will maintain documentation regarding the firm's eligibility. (Source <https://www.epls.gov>.)

- e. Ensure original or copy of all documents are filed in "File No. 5 – Procurement" and uploaded to the OCD Data Storage Website.

The Small Purchase method and the Competitive Proposal method require the Grantee to document receipt of an adequate number of price or rate quotations from qualified sources.

3. Review Professional Services Contract

The next step in the procurement process is the preparation of a professional services contract with the selected Architect/Engineer firm. Architectural and engineering fees will be developed as part of the application preparation process.

- a. Consultant will assist Grantee with the review of the proposed fees with CDBG Disaster Recovery Guidelines.
- b. Consultant performs or assists Grantee in performing a cost/price analysis.

A/E fees in excess of what is deemed reasonable may be paid by the Grantee with local funds.

- c. Consultant reviews proposed fees for reasonableness and documents approval by signing and dating the cost estimate in the Application.
- d. After architectural and engineering fees have been reviewed and approved, the Consultant will assist the Grantee with preparation and execution of a professional services contract with the A/E firm.
- e. Consultant reviews contract to ensure the contract meets CDBG regulations and contains the required CDBG compliance provisions.

- f. Consultant verifies the execution of the professional services contract.
- g. Ensure original or copy of all documents are filed in “File No. 5 – Procurement” and uploaded to the OCD Data Storage Website.

If the Grantee has already proceeded with procurement activities, the Consultant in consultation with the Project Manager and OCD will determine if the procurement activities comply with CDBG requirements. If the procedures conform to CDBG requirements, the Grantee may proceed with the selected A/E firm. If the procedures do not conform to CDBG requirements, the Grantee may choose to pay A/E fees with other local funds or to reinitiate the procurement process.

Use of price as a selection factor for procurement of A/E design services is a violation of State law, Louisiana Revised Statute 38:2318.1

If the Grantee utilizes other funds to pay for A/E services CDBG procurement procedures do not apply.

If Grantee has chosen to hire a local consultant, the Consultant will assume a monitoring role. The local consultant will be responsible for assisting the Grantee in carrying out required CDBG procurement procedures.

Failure to follow the CDBG procurement procedures when required to do so could result in disallowed costs.

C. CDBG Application

The Consultant will coordinate with the Grantee’s selected A/E firm and with OCD on the development of the CDBG application.

The 2-step process can be utilized as required. When following the 2-step process (Step 1) a partial CDBG application is developed and submitted to OCD prior to selection of an A/E firm. (Step-2) after the partial application is funded, the Grantee selects the A/E firm. The Consultant coordinates with the selected

A/E firm and OCD in the development of the final application. The 2-step process facilitates the payment of the A/E firm for their role in the development of the application.

1. CDBG Application forms include:

- a. General Description
- b. Budget/Cost Summary
- c. Supplemental Information
- d. CDBG Program Schedule
- e. Activity Beneficiary Form
- f. Target Area Maps
- g. Project Description
- h. A/E Cost Estimates
- i. Project Maps
- j. Other Funds Supplemental Documentation
- k. Proofs of Publication
- l. Statement of Assurances
- m. Disclosure Report

- 2. Consultant will assist Grantee to develop project beneficiary data for application.
- 3. Consultant will assist Grantee to prepare and submit CDBG application to OCD.
- 4. OCD will review application. If required, Consultant will assist Grantee with any additional information needed in response to OCD comments.
- 5. Once approved by OCD, a letter of conditional approval of the application is sent. Consultant will upload document to the OCD Data Storage website.

D. Application Tasks

- 1. **Project Selection, Development and Implementation** - The Consultant will assist Grantee with completing a CDBG Application for each viable project.

2. **Record Keeping System** - Consultant will assist Grantee with updating Grantee files to ensure the information contained in each file is current and in the proper file folder.
 - a. Consultant will assist Grantee with ensuring all files are properly protected and secured.
 - b. Consultant will assist Grantee with responding to requests for documents from OCD, Division of Administration, State Legislative Auditor, HUD, the Comptroller General of the United States, and any of their duly authorized representatives or agents.
 - c. Consultant will assist Grantee with responding to requests for documents under the Freedom of Information Act and/or the Louisiana Public Records Law (LSA-R.S. 44:1 et seq.)

In addition to maintaining the Grantee's file system, the Consultant will upload an electronic copy of all documents to the OCD Data Storage Website.

3. **Cooperative Endeavor Agreement** - If a Cooperative Endeavor Agreement has been executed, the Consultant will assist Grantee with monitoring for any project changes that may require an amendment to the CEA. If the Consultant becomes aware of the potential need for an amendment to the CEA, the Consultant will immediately contact the appropriate Project Manager.

Note: The CEA must be executed prior to the Grantee submitting its first Request for Payment!

4. **Financial Management** - Consultant will assist Grantee with tracking and obtaining documentation of any costs incurred by the Grantee related to development and preparation of the application.

Funds cannot be expended prior to ERR clearance for a specific activity (24 CFR Part 85).

- a. Consultant will verify Grantee has accrued pre-agreement costs, if any.

- b. Upon authorization by OCD, Consultant will assist Grantee with preparation and submittal of Request for Payment forms including required attachments.
- c. Consultant will assist Grantee with disbursement of funds in accordance with CDBG requirements.
- d. Consultant will assist Grantee with maintaining Grantee accounting records and source documentation.

- 1. Grantee must maintain accounting records and source documentation to show compliance with all applicable statutory and regulatory requirements. Grantee must also maintain documentation that funds were expended only for reasonable and necessary costs. (24 CFR Part 85 and OMB circular A-87)**
- 2. Grantee must maintain records comparing actual expenditures to amounts budgeted.**
- 3. Grantee must prepare periodic financial reports and statements.**
- 4. Grantee must have a system to track property and other assets bought or leased with CDBG funds.**
- 5. Grantee must have annual audits prepared consistent with the standards of OMB Circular A-133. Copies of the audits must be submitted to OCD.**

- e. Ensure original or copy of all documents are filed in “File No. 3 - Financial Management” and uploaded to the OCD Data Storage Website.
 - f. Documents -
 - Request for Payment (if applicable)
 - Project Application
 - OCD Approval Letter
5. **Citizen Participation** - The local process for developing and adopting Parish Long Term Community Recovery Plans fulfills the requirement for a public hearings associated with the CDBG application process for the LTCR Program. If the Grantee desires to provide additional public

hearings associated with specific projects, the Grantee is required to comply with the normal citizen participation requirements for a public hearing as detailed in the sample Disaster Recover CDBG Citizen Participation Plan.

The Citizen Participation Plan requires the Grantee to publish a public notice prior to application submittal encouraging all citizens, particularly those affected by the proposed project, to review the proposed application and submit written comments on the application.

- a. Consultant will assist Grantee with selecting date, time and place for a public hearing.
- b. Consultant will assist Grantee with preparation of a notice of public hearing and transmittal to local newspaper.
- c. Consultant verifies notice of public hearing appears in newspaper and obtains proof of publication.
- d. Consultant attends public hearing and will assist the Grantee with preparation of attendance list and minutes.

The above tasks are only required if the Grantee elects to hold a public hearing.
--

- e. After application is complete, Consultant will assist Grantee with preparation of public notice requesting citizen review and comment on application.
- f. Consultant verifies notice of public hearing appears in newspaper and obtains proof of publication.
- g. If any written comments are received by the Grantee relative to the project application, the Consultant will assist the Grantee in responding to the comment in consultation with the appropriate Project Manager and OCD.
- h. Consultant assists Grantee with monitoring for any citizen complaints. The Consultant will notify the appropriate Project Manager and OCD of any written citizen complaints received by the Grantee and assist the Grantee with responding to the complaint.

- i. Consultant will assist Grantee with resolution of citizen complaints, if any, within 15 working days.
 - j. Ensure original or copy of all citizen participation documents are filed in “File No. 4 - Citizen Participation” and uploaded to the OCD Data Storage Website.
 - k. Documents -
 - Proof of publication Public Hearing
 - Public hearing attendance list and minutes
 - Citizen Complaints resolution
 - Proof of publication Public Notice
6. **Procurement** - Refer to Section B - Procurement of an Architectural or Engineering Firm section.
7. **Residential Anti-displacement** -

If the Grantee proposes any activity that will result in the demolition of dwelling units or the displacement of individuals, the Consultant will notify the appropriate Project Manager. A meeting between OCD staff and all concerned parties will be required.

8. **Section 504** - Consultant will assist Grantee with “good faith” efforts during the Application Phase to further Section 504.
- a. Consultant will assist Grantee with monitoring for any Section 504 complaints. The Consultant will notify the appropriate Project Manager and OCD of any written Section 504 complaints received by the Grantee and assist the Grantee with responding to the complaint.
 - b. Ensure original or copy of all documents are filed in “File No. 8 - Section 504” and uploaded to the OCD Data Storage Website.
9. **Fair Housing** - Consultant will assist Grantee with “good faith” efforts during the Application Phase to further fair housing.
- a. Consultant will assist Grantee with monitoring for any Fair Housing complaints. The Consultant will notify the appropriate Project Manager and OCD of any written Fair Housing complaints

received by the Grantee and assist the Grantee with responding to the complaint.

- b. Ensure original or copy of all documents are filed in “File No. 9 - Fair Housing” and uploaded to the OCD Data Storage Website.

10. **Equal Opportunity** - Consultant will assist Grantee with “good faith” efforts during the procurement process to solicit participation of minority- and female-owned businesses.

- a. Consultant will assist Grantee with developing and maintaining project beneficiary data by race, ethnicity, and gender.
- b. Consultant will assist Grantee with monitoring for any Equal Opportunity complaints. The Consultant will notify the appropriate Project Manager and OCD of any written Equal Opportunity complaints received by the Grantee and assist the Grantee with responding to the complaint.
- c. Ensure original or copy of all documents are filed in “File No. 10 - Equal Opportunity” and uploaded to the OCD Data Storage Website.

11. **Section 3** - Consultant will assist Grantee with “good faith” efforts during procurement to solicit participation of Section 3 business concerns.

- a. Consultant will assist Grantee with obtaining Section 3 Plan, if required, from selected A/E firm.
- b. Consultant will assist Grantee with monitoring for any Section 3 complaints. The Consultant will notify the appropriate Project Manager and OCD of any written Section 3 complaints received by the Grantee and assist the Grantee with responding to the complaint.
- c. Ensure original or copy of all documents are filed in “File No. 11 – Section 3” and uploaded to the OCD Data Storage Website.

- d. Documents -
 - A/E Section 3 Plan, if required
- 12. **Labor Compliance** - No action required during this phase.
- 13. **Disclosure** - Consultant will assist Grantee with preparation and submittal of Initial Disclosure Report (A/E firm, local consultants) as part of project application.
 - a. Ensure original or copy of all documents are filed in “File No. 13 – Disclosure Report” and uploaded to the OCD Data Storage Website.
 - b. Documents -
 - Initial Disclosure Report (as part of Application)
- 14. **Property Acquisition** - During the development of the application, the Consultant will assist the Grantee and the Project A/E firm with determining the potential need for property acquisition. No further action required during this phase.

Phase III – Project Development Phase

A. Overview

During the Project Development Phase, the Consultant's primary responsibilities are to observe and track the progress of the development of the project plans and specifications, to coordinate environmental clearance activities with OCD's environmental consultant, to assist the Grantee with acquisition of property required to construct the project, and to assist the Grantee with required CDBG and OCD compliance activities.

B. Project Development

Upon approval of the project by OCD, OCD will prepare a letter of Project Conditions to the Grantee. The letter of Project Conditions will list various requirements that must be met prior to the Grantee advertising the project for bids.

The Consultant's role is to assist the Grantee with meeting the required project conditions, to monitor the development of the project plans and specifications, and to ensure the final bidding documents contain the required CDBG provisions.

Consultant will assist Grantee with preparation and submittal of application revisions if required. This includes any changes in project cost, scope or location.

Consultant coordinates the preparation of the environmental review record with OCD's Environmental Officer. Particular attention is required for any changes in the project cost, scope or location during the Project Development Phase from the approved application that would affect the environmental review record. If required, Consultant will assist Grantee in ensuring revisions to the project cost, scope, or location are communicated to the OCD Environmental Officer.

Consultant will assist Grantee with uploading and transmitting application revisions to OCD for review and approval.

OCD will review submitted application revisions for approval and communicate any additional information needs to the Consultant and Grantee.

The Consultant will assist Grantee and the A/E firm with the preparation of the project plans and specifications. The Consultant's assistance will include the following activities:

1. **Construction Projects**

- a. Consultant will assist Grantee in transmitting the CDBG Construction Compliance Provisions to A/E firm.
- b. Consultant will assist Grantee in determining type of construction- Building, Heavy, Highway or Residential.
- c. Consultant will assist Grantee in downloading the applicable Wage Rate Decision- <http://www.gpo.gov/davisbacon/la.html>.
- d. Consultant will assist Grantee in reviewing and ensuring all bid documents contain Federal Labor Standards Provisions and the applicable Davis-Bacon wage decision.
- e. Consultant periodically reviews progress on the production of project plans and specifications for conformance with approved project budget and time schedule.
- f. Consultant will assist OCD in reviewing preliminary plans, specifications and cost estimates for conformance with approved project scope and budget, if required.

Preliminary review applies to projects with funds available for construction greater than \$2,000,000. Review should occur between 30% and 40% of design stage.

- g. Consultant will assist OCD with reviewing final plans, specifications and cost estimate conformance with approved project scope and budget and for inclusion of required CDBG provisions.
- h. Consultant notifies OCD the project is ready for advertisement for bids.
- i. Consultant will notify Grantee when the project can proceed to bid. This will include the plan review and ERR clearance.

Prior to advertising for bids, all property acquisition activities must be completed.

- j. Consultant will provide template and assist Grantee with the advertisement for bids and ensures any advertisements include required CDBG language.
- k. Consultant will assist Grantee in verifying all documents contain CDBG bonding requirements.
- l. Consultant assists the Grantee in verifying all the CDBG Compliance Provisions for Construction Projects are being met.
- m. Ensure original or copy of all documents are filed in "File No. 1 - Project Selection, Development and Implementation" and uploaded to the OCD Data Storage Website.

2. **Procurement**

Consultant will assist Grantee with procurement activities during Phase III – Project Development Phase of additional goods and services as required. If CDBG funds will be used to pay for the goods or services, then CDBG procurement procedures must be followed. In general, procurement shall be made using one of the following methods depending on the type of service to be procured.

a. **Small Purchase Method**

The small purchase method may be used where the purchase of materials, supplies, equipment, and/or other property will not cost in the aggregate more than \$30,000 and for construction, administrative consulting, and other professional services with a cost of less than \$100,000, except where further limited by State law or CDBG policy.

The Consultant will assist Grantee with the following:

- i. Price or rate quotations must be obtained either by fax or in writing from a minimum of three (3) sources.
- ii. Written documentation regarding the businesses contacted, prices quoted, basis for selection and cost must be maintained.
- iii. Preparation and signing of a contract formalizing a scope of work and the terms of compensation are required.

- iv. Ensure original or copy of all documents are filed in “File No. 1 - Project Selection, Development and Implementation” and uploaded to the OCD Data Storage Website.

b. Competitive Sealed Bids

Under this procedure, bids are publicly advertised in accordance with the State’s Public Bid Law.

c. Competitive Negotiation

This method involves the use of request for proposals or qualification statements.

d. Non-Competitive Negotiation/Sole Source

This method shall only be used when all other methods are not feasible. Written authorization from OCD is required prior to utilizing this method.

C. Project Development Tasks

1. **Project Selection, Development and Implementation** - Consultant will observe and track the progress of the development of the project plans and specifications, to coordinate environmental clearance activities with OCD’s environmental consultant, to assist the Grantee with acquisition of property required to construct the project, and to assist the Grantee with required CDBG and OCD compliance activities.
2. **Record Keeping System** - Consultant will assist Grantee with updating Grantee files to ensure the information contained in each file is current and in the proper file folder.
 - a. Consultant will assist Grantee with updating Grantee files to ensure the information contained in each file is current and in the proper file folder.

- b. Consultant will assist Grantee with ensuring all files are properly protected and secured.
- c. Consultant will assist Grantee with responding to requests for documents from OCD, Division of Administration, State Legislative Auditor, HUD, the Comptroller General of the United States, and any of their duly authorized representatives or agents.
- d. Consultant will assist Grantee with responding to requests for documents under the Freedom of Information Act and/or the Louisiana Public Records Law (LSA-R.S. 44:1 et seq.)

In addition to assisting with the maintenance of the Grantee's file system, the Consultant will upload an electronic copy of all documents to the OCD Data Storage Website.

- 3. **Cooperative Endeavor Agreement** - Consultant will monitor for any project changes that may require an amendment to the CEA. If the Consultant becomes aware of the potential need for an amendment to the CEA, the Consultant will immediately contact the appropriate Project Manager.
- 4. **Financial Management** - Consultant will assist Grantee with tracking and managing the financial status of each project.
 - a. Grantee maintains financial statements tracking actual versus budget expenditures.
 - b. Grantee reviews and approves project related invoices and submits to Consultant.
 - c. Consultant reviews project related invoices for conformance with approved project budget and CDBG eligibility.
 - d. Consultant will assist Grantee with preparation and submittal of Request for Payment forms including required attachments and signature.

- e. Consultant will assist Grantee with disbursement of funds in accordance with CDBG requirements. CDBG funds will be electronically transmitted to Grantee.
- f. Consultant will assist Grantee with the disbursement of funds acknowledging the 3 Day Rule.
- g. Consultant will assist Grantee with maintaining Grantee accounting records and source documentation.
- h. If required, Consultant will assist Grantee with preparation and submittal to OCD of budget revisions and revised project time schedule.
- i. Ensure original or copy of all documents are filed in “File No. 3 - Financial Management” and uploaded to the OCD Data Storage Website.
- j. Documents -
 - Request for Payment
 - Budget/expenditure tracking

5. **Citizen Participation** - During the Project Development Phase, the Consultant assists Grantee with monitoring for any citizen complaints.

- a. The Consultant will notify the appropriate Project Manager and OCD of any written citizen complaints received by the Grantee and assist the Grantee with responding to the complaint.
- b. Ensure original or copy of all documents are filed in “File No. 4 - Citizen Participation” and uploaded to the OCD Data Storage Website.

6. **Procurement** - Procurement- Refer to Section B, 2 - Procurement.

7. **Residential Anti-Displacement -**

If the Grantee proposes any activity that will result in the demolition of dwelling units or the displacement of individuals, the Consultant will notify the appropriate Project Manager. A meeting between OCD staff and all concerned parties will be required.

8. **Section 504** - Consultant will assist Grantee with “good faith” efforts during the Project Development Phase to further Section 504.
- a. Consultant will assist Grantee with monitoring for any Section 504 complaints. The Consultant will notify the appropriate Project Manager and OCD of any written Section 504 complaints received by the Grantee and assist the Grantee with responding to the complaint.
 - b. Ensure original or copy of all documents are filed in “File No. 8 - Section 504” and uploaded to the OCD Data Storage Website.
9. **Fair Housing** - Consultant will assist Grantee with “good faith” efforts during the Project Development Phase to further fair housing.
- a. Consultant will assist Grantee with monitoring for any Fair Housing complaints. The Consultant will notify the appropriate Project Manager and OCD of any written Fair Housing complaints received by the Grantee and assist the Grantee with responding to the complaint.
 - b. Ensure original or copy of all documents are filed in “File No. 9 - Fair Housing” and uploaded to the OCD Data Storage Website.
10. **Equal Opportunity** - Consultant will assist Grantee with “good faith” efforts during the Project Development Phase to further Equal Opportunity.
- a. Consultant verifies appropriate minority employment goals are included in the bidding documents.

- b. Consultant will assist Grantee with monitoring for any Equal Opportunity complaints. The Consultant will notify the appropriate Project Manager and OCD of any written Equal Opportunity complaints received by the Grantee and assist the Grantee with responding to the complaint.
- c. Ensure original or copy of all documents are filed in “File No. 10 - Equal Opportunity” and uploaded to the OCD Data Storage Website.

11. **Section 3** - Consultant will assist Grantee with “good faith” efforts during the Project Development Phase to further Section 3.

- a. Consultant will assist Grantee with monitoring for any Section 3 complaints. The Consultant will notify the appropriate Project Manager and OCD of any written Section 3 complaints received by the Grantee and assist the Grantee with responding to the complaint.
- b. Ensure original or copy of all documents are filed in “File No. 11 – Section 3” and uploaded to the OCD Data Storage Website.

12. **Labor Compliance -**

- a. Consultant will assist Grantee with coordinating with the Architect/Engineer firm to determine the type of construction to be undertaken in order to obtain the correct Wage Rate Decision(s) and when it is the appropriate time to obtain the decision(s).
- b. Consultant will assist Grantee in obtaining applicable Wage Rate Decision(s) for the project.
- c. Consultant assists Grantee in transmitting Wage Rate Decision(s) to Architect/Engineer firm for inclusion in bidding document.

- d. Ensure original or copy of all documents are filed in “File No. 12 – Labor Compliance” and uploaded to the OCD Data Storage Website.
- e. Documents -
 - Wage Rate Decision

13. **Disclosure Report** - Consultant assists Grantee with monitoring additional procurement activities for any procurement that requires an updated Disclosure Report.

- a. If an updated Disclosure Report is required Consultant will assist Grantee with completing and transmitting to OCD an updated Disclosure Report.
- b. Ensure original or copy of all documents are filed in “File No. 13 – Disclosure Report” and uploaded to the OCD Data Storage Website.

14. **Property Acquisition** - Projects may involve construction activities on property already owned by the Grantee or another governmental entity, construction on property acquired as part of this project, or a combination of both.

If the project involves construction in whole or in part on existing property owned by the Grantee or another governmental entity, the Consultant will assist the Grantee with the following activities:

- a. Consultant will assist Grantee with obtaining documentation of existing ownership of property. Documentation may include deeds, property maps, or a certification from an attorney.
- b. If construction activities occur on property owned or controlled by another governmental entity, the Consultant will assist Grantee and A/E firm with obtaining permits, cooperative endeavor agreements, or similar documents from the governmental entity to permit the construction to occur.

If the project involves construction in whole or in part on property to be acquired by the Grantee as part of this project, the acquisition may be subject to the Uniform Relocation and Property Acquisition Act of 1970.

- c. Consultant determines if proposed acquisition is subject to the Uniform Act.
- d. If property is subject to the Uniform Act, the Consultant will assist the Grantee with complying with the requirements of the Uniform Act. In general, the Uniform Act requires the following activities:
 - i. Determine ownership
 - ii. Send the Preliminary Acquisition Notice
 - iii. Determine if an appraisal and review appraisal is required
 - iv. Obtain a valuation of the property
 - v. Prepare the Statement of Just Compensation
 - vi. Send the written offer to purchase
 - vii. Conclude final negotiations
 - viii. Prepare a sales contract and complete the sale
 - ix. Provide a Statement of Settlement Costs
 - x. Recordation
- e. In general, five types of acquisition are not subject to the requirements of the Uniform Act; however, these types of acquisition are still subject to Louisiana law and specific CDBG requirements. These five types are:
 - i. Acquisition from another public agency
 - ii. Temporary construction servitudes/easements
 - iii. Short term leases
 - iv. Voluntary acquisition
 - v. Acquisition of streets under LRS 48:491
- f. If property is not subject to the Uniform Act, the Consultant will assist the Grantee with complying with the following requirements:
 - i. Determination Of Ownership
 - ii. Valuation Of The Property
 - iii. Offer And Acceptance

- iv. Act Of Sale, Donation Or Transfer
 - v. A Statement Of Settlement Costs
 - vi. Recordation
 - vii. If property is obtained via voluntary acquisition an additional requirement is the proof of at least one public advertisement.
- g. Ensure original or copy of all documents are filed in “File No. 14 – Property Acquisition” and uploaded to the OCD Data Storage Website.

All property acquisition activities must be completed prior to advertising for bids.

Phase IV – Bidding/Pre-Construction Phase

A. Overview

Upon written authorization from the Consultant the project will proceed to the Bidding/Pre-Construction Phase. During the Bidding/Pre-Construction Phase, the Consultant's primary responsibilities are to assist Grantee with observing and tracking the bidding process for conformance with the Public Bid Law, assist with the award of the project, and to assist with the required CDBG and OCD compliance activities.

Prior to advertising for bids, all property acquisition and environmental review activities must be completed.

B. Bidding Process

During the Bidding/Pre-Construction Phase, the Consultant is responsible for assisting the Grantee with the bidding and contract award process and is responsible for the following:

1. Consultant will provide template and assist Grantee with preparation and adoption of a resolution authorizing advertisement for bids and designating date, time and place for the bid opening.

If the Grantee requires that a pre-bid conference be held, the Consultant should be in attendance.

2. The A/E firm completes the Advertisement for Bids and transmits the advertisement to the local newspaper for publication.
3. Consultant will provide template and assist Grantee with the advertisement template, verifies and obtains proof of publication for advertisement, which include:
 - a. Conditions of Employment and Minimum Wages
 - b. Section 3 and Section 109
 - c. EO 11246
 - d. Segregated Facility

4. **Construction-Sealed Bids -**

- a. Consultant will verify and publish the advertisement for bids.
- b. Consultant will verify and upload proof of publication

5. **Construction - Small Purchase -** The small purchase procedure may be used for construction with a cost of less than \$100,000, except where further limited by State law or CDBG policy.

Consultant will assist Grantee and verifies:

- a. Price or rate quotations must be obtained (either by fax or in writing) from a minimum of three sources.
- b. Written documentation regarding the businesses contacted, prices quoted, basis for selection and cost must be maintained.
- c. Preparation and signing of a contract formalizing a scope of work and the terms of compensation are required.

- 6. Consultant will assist Grantee in verifying bid documents include minority and female goals.
- 7. Consultant will assist Grantee to verify the "Ten Day Call" to verify wage decision.
- 8. If the A/E firm issues an Addendum, the Consultant will review Addendum and consult with OCD for changes outside the scope of the approved application or changes that affect the Environmental Review Record or changes that effect project beneficiaries.
- 9. If the A/E firm issues an Addendum, the Consultant will coordinate OCD approval of the Addendum and revisions to the Environmental Review Record if required and revisions to the Activity Beneficiary Form if required.
- 10. Consultant and Grantee attend bid opening.
- 11. Consultant will assist Grantee with preparation of minutes of bid opening and bid tabulation.

Consultant will review bid process for conformance with the Public Bid Law.

12. Consultant will assist Grantee in ensuring that a 5% bid guarantee was submitted by low bidder.
13. The A/E firm reviews the bids, prepares a certified Bid Tabulation, and makes a recommendation of award or a recommendation to reject the bids.
14. Consultant reviews and verifies the bid tabulation, low bid, bid bond, and the recommendation of award from the A/E firm.
15. If low bid exceeds funds available, Consultant will assist Grantee in consultation with the Project Manager, OCD and the Architect/Engineer firm to determine the appropriate course of action.

Possible alternatives if the low bid exceeds the CDBG funds available include:

- **Grantee injects other funds**
- **Negotiate a deductive change order**
- **Reject all bids. Have A/E firm revise the bid documents and rebid the project.**
- **Cancel the project**

16. Consultant assists Grantee in verifying the eligibility of the proposed Contractor.
17. Consultant will assist Grantee with preparation and adoption of a resolution awarding the project to the low bidder.
18. Consultant will assist Grantee with preparation of a Notice of Contract Award and a certified bid tabulation.
19. Consultant obtains executed copy of Construction Contract, Performance Bond, Payment Bond, and Insurance Certificates.
20. Consultant will assist Grantee with recordation of Construction Contract, Performance Bond, and Payment Bond with the Parish Clerk of Court.
21. Consultant will assist Grantee with completing Verification of Contractor's Bonding/Insurance form. Pre-construction conferences are required.

22. Consultant will assist Grantee with obtaining, verifying and uploading contractor Section 3 Certification form and Section 3 Plan.
23. If required, Consultant will assist Grantee with obtaining, verifying and uploading subcontractor Section 3 Certification form and Section 3 Plan.
24. Consultant attends the pre-construction conference and advises contractor of his responsibilities concerning EEO, Section 3 and Labor Standards/Compliance.
25. Consultant will assist Grantee with preparation of attendance list and meeting minutes of pre-construction conference.
26. Consultant will assist Grantee with obtaining, verifying and uploading the Notice to Proceed.
27. If required, Consultant updates project time and schedule.
28. Consultant will assist Grantee with preparation and submittal of an updated Disclosure Report.
29. Ensure original or copy of all documents are filed in "File No. 1 – Project Selection, Development and Implementation" and uploaded to the OCD Data Storage Website.

C. Bidding/Pre-Construction Tasks

1. **Project Selection, Development and Implementation** - Consultant will assist Grantee with the bidding and contract award process and to observe and track the bidding process for conformance.
2. **Record Keeping System** - Consultant will assist Grantee with updating Grantee files to ensure the information contained in each file is current and in the proper file folder.
 - a. Consultant will assist Grantee with ensuring all files are properly protected and secured.
 - b. Consultant will assist Grantee with responding to requests for documents from OCD, Division of Administration, State Legislative

Auditor, HUD, the Comptroller General of the United States, and any of their duly authorized representatives or agents.

- c. Consultant will assist Grantee with responding to requests for documents under the Freedom of Information Act and/or the Louisiana Public Records Law (LSA-R.S. 44:1 et seq.).

In addition to maintaining the Grantee's file system, the Consultant will upload an electronic copy of all documents to the OCD Data Storage Website.

- 3. **Cooperative Endeavor Agreement** - The Consultant will assist Grantee with monitoring for any project changes that may require an amendment to the CEA. If the Consultant becomes aware of the potential need for an amendment to the CEA, the Consultant will immediately contact the appropriate Project Manager.
- 4. **Financial Management** - Consultant will assist Grantee with tracking and managing the financial status of each project.
 - a. Grantee maintains financial statements tracking actual versus budget expenditures.
 - b. Grantee reviews and approves project related invoices and submits to Consultant.
 - c. Consultant reviews project related invoices for conformance with approved project budget and CDBG eligibility.
 - d. Consultant will assist Grantee with preparation and submittal of Request for Payment forms including required attachments and signatures.
 - e. Consultant will assist Grantee with disbursement of funds in accordance with CDBG requirements. CDBG funds will be electronically transmitted to Grantee.
 - f. Consultant will assist Grantee with the disbursement of funds acknowledging the 3 Day Rule.

- g. Consultant will assist Grantee with maintaining Grantee accounting records and source documentation.
 - h. If required, Consultant will assist Grantee with preparation and submittal to OCD of budget revisions and revised project time schedule.
 - i. Ensure original or copy of all documents are filed in “File No. 3 - Financial Management” and uploaded to the OCD Data Storage Website.
5. **Citizen Participation** - During the Bidding/Pre-Construction Phase, the Consultant will assist Grantee with monitoring for any citizen complaints.
- a. The Consultant assists Grantee with monitoring for any citizen complaints. The Consultant will notify the appropriate Project Manager and OCD of any written citizen complaints received by the Grantee and assist the Grantee with responding to the complaint.
 - b. Ensure original or copy of all documents are filed in “File No. 4 - Citizen Participation” and uploaded to the OCD Data Storage Website.
6. **Procurement** - Consultant will assist Grantee with procurement activities during Phase IV – Bidding/Pre-Construction Phase of additional goods and services as required. If CDBG funds will be used to pay for the goods or services, then CDBG procurement procedures must be followed. In general, procurement shall be made using one of the following methods depending on the type of service to be procured.
- a. **Small Purchase Method** - This method uses relatively simple and informal procurement methods which will be used where the purchase of materials, supplies, equipment, and/or other property will not cost in the aggregate more than \$30,000 and for construction with a cost of less than \$100,000 except where further limited by State law or CDBG policy. The small purchase procedure may also be utilized to procure professional services with the exception of A/E design services costing less than \$100,000.

- b. **Competitive Sealed Bids** - Under this procedure, bids are publicly advertised in accordance with the State's Public Bid Law.
- c. **Competitive Negotiation** - This method involves the use of request for proposals or qualification statements.
- d. **Non-Competitive Negotiation/Sole Source** - This method shall only be used when all other methods are not feasible. Written authorization from OCD is required prior to utilizing this method.
- e. Ensure original or copy of all documents are filed in "File No. 5 – Procurement" and uploaded to the OCD Data Storage Website.

7. **Residential Anti-Displacement -**

If the Grantee proposes any activity that will result in the demolition of dwelling units or the displacement of individuals, the Consultant will notify the appropriate Project Manager. A meeting between OCD staff and all concerned parties will be required.

- 8. **Section 504** - Consultant will assist Grantee with "good faith" efforts during the Bidding/Pre-Construction Phase to further Section 504.
 - a. Consultant assists Grantee with monitoring for any Section 504 complaints. The Consultant will notify the appropriate Project Manager and OCD of any written Section 504 complaints received by the Grantee and assist the Grantee with responding to the complaint.
 - b. Ensure original or copy of all documents are filed in "File No. 8 - Section 504" and uploaded to the OCD Data Storage Website.
- 9. **Fair Housing** - Consultant will assist Grantee with "good faith" efforts during the Bidding/Pre-Construction Phase to further fair housing.
 - a. Consultant assists Grantee with monitoring for any Fair Housing complaints. The Consultant will notify the appropriate Project Manager and OCD of any written Fair Housing complaints

received by the Grantee and assist the Grantee with responding to the complaint.

- b. Ensure original or copy of all documents are filed in “File No. 9 - Fair Housing” and uploaded to the OCD Data Storage Website.

10. **Equal Opportunity** - Consultant will assist Grantee with “good faith” efforts during the Bidding/Pre-Construction Phase to further Equal Opportunity.

- a. If additional procurement activities occur during this phase, the Consultant will assist the Grantee with “good faith” efforts to solicit participation of minority- and female-owned businesses.
- b. Consultant attends Pre-construction Conference and advises the prime contractor of the contractor’s responsibilities and obligations concerning Equal Employment Opportunity.
- c. Consultant assists Grantee with monitoring for any Equal Opportunity complaints. The Consultant will notify the appropriate Project Manager and OCD of any written Equal Opportunity complaints received by the Grantee and assist the Grantee with responding to the complaint.
- d. Ensure original or copy of all documents are filed in “File No. 10 - Equal Opportunity” and uploaded to the OCD Data Storage Website.

11. **Section 3** - Consultant will assist Grantee with “good faith” efforts during the Bidding/Pre-Construction Phase to further Section 3.

- a. Consultant will assist Grantee with “good faith” efforts during the bidding process to solicit participation of Section 3 business concerns.
- b. If additional procurement activities occur during this phase, the Consultant will assist the Grantee with “good faith” efforts during procurement to solicit participation of Section 3 business concerns.

- c. If required, Consultant will assist Grantee in obtaining Section 3 Certification of Selected Bidder form, Contractor Section 3 Plan, and Certification of Proposed Contractor Regarding Section 3 and Segregated Facilities form.
- d. Consultant attends Pre-construction Conference and advises the prime contractor of the contractor's responsibilities and obligations concerning Section 3 employment opportunities.
- e. Consultant provides the prime contractor with "Contractor's/ Subcontractor's New Employee Information" form.
- f. Consultant assists Grantee with monitoring for any Section 3 complaints. The Consultant will notify the appropriate Project Manager and OCD of any written Section 3 complaints received by the Grantee and assist the Grantee with responding to the complaint.
- g. Ensure original or copy of all documents are filed in "File No. 11 – Section 3" and uploaded to the OCD Data Storage Website.

12. **Labor Compliance -**

- a. Consultant assists Grantee with ensuring the Wage Rate Decision is current ten days prior to the bid opening date.
- b. Consultant attends Pre-construction Conference and advises the prime contractor of the contractor's responsibilities and obligations concerning labor standards.
- c. Ensure original or copy of all documents are filed in "File No. 12 – Labor Compliance" and uploaded to the OCD Data Storage Website.

13. **Disclosure Report -** Consultant monitors additional activities for any changes that require an updated Disclosure Report.

- a. Consultant will assist Grantee with preparing and submitting an updated Disclosure Report to OCD reporting the prime contractor.

- b. Consultant monitors additional procurement activities for any procurement that requires an updated Disclosure Report.
- c. If an updated Disclosure Report is required Consultant will assist Grantee with completing and transmitting to OCD an updated Disclosure Report.
- d. Ensure original or copy of all documents are filed in “File No. 13 – Disclosure Report” and uploaded to the OCD Data Storage Website.

14. **Property Acquisition** – No action required during this phase.

Phase V- Construction Phase

A. Overview

During the Construction Phase, the Consultant's primary responsibilities are to assist Grantee with monitoring construction progress and payments, monitor labor and employment issues, and with required CDBG and OCD compliance activities.

Consultant will assist Grantee with the following:

1. Once construction commences, Consultant will visit the site to verify construction progress. The required frequency of site visits will be minimal in conjunction with labor compliance/employee on-site interviews. Consultant shall visit construction site as necessary to verify construction progress if requested by OCD.
2. During the site visits, the Consultant will verify the required Equal Employment Opportunity posters and the Labor related posters are displayed.
3. If required by A/E agreement, A/E firms will be responsible for providing daily/weekly/monthly progress inspection reports. The Consultant will assist Grantee with the review and uploading of the inspection report documents.
4. Consultant will assist grantee in observing and tracking construction progress with approved project scope for deviations resulting in change orders.
5. If a change order is required, the Consultant will review the change order for changes outside the budget and scope of the approved application or changes that affect the Environmental Review Record or changes that effect project beneficiaries.
6. If a change order is required, the Consultant will coordinate OCD approval of the change order, revisions to the Environmental Review Record if required and revisions to the Activity Beneficiary Form if required.
7. Consultant reviews monthly pay estimates for comparison of actual progress to the approved CDBG Program Time Schedule. If required, Consultant will assist Grantee with preparation and submittal to OCD of a revised CDBG Program Time Schedule.

When construction work has been substantially completed, the A/E will recommend in writing that the Grantee formally accept the work as substantially complete.

8. Consultant will assist Grantee with preparation and adoption of a resolution of substantial completion.
9. Consultant will assist Grantee with recordation of the substantial completion resolution with the Parish Clerk of Court and uploading to the HGA Data Storage Website.
10. Prior to final payment, Consultant will assist Grantee with verifying the submission of a clear lien certificate by the prime contractor.
11. Grantee obtains record drawings from Architect/Engineer.
12. Grantee obtains warranties and guarantees.
13. Ensure original or copy of all documents are filed in "File No. 1 – Project Selection, Development and Implementation" and uploaded to the OCD Data Storage Website.

B. Construction Tasks

1. **Project Selection, Development and Implementation** - Consultant will assist Grantee in observing and tracking construction progress and payments, observing and tracking labor and employment issues, and assisting the Grantee with required CDBG and OCD compliance activities.
2. **Record Keeping System** - Consultant will assist Grantee with updating Grantee files to ensure the information contained in each file is current and in the proper file folder.
 - a. Consultant will assist Grantee with ensuring all files are properly protected and secured.
 - b. Consultant will assist Grantee with responding to requests for documents from OCD, Division of Administration, State Legislative Auditor, HUD, the Comptroller General of the United States, and any of their duly authorized representatives or agents.

- c. Consultant will assist Grantee with responding to requests for documents under the Freedom of Information Act and/or the Louisiana Public Records Law (LSA-R.S. 44:1 et seq.).

In addition to maintaining the Grantee's file system, the Consultant will upload an electronic copy of all documents to the OCD Data Storage Website.

- 3. **Cooperative Endeavor Agreement** - The Consultant will assist Grantee with monitoring for any project changes that may require an amendment to the CEA. If the Consultant becomes aware of the potential need for an amendment to the CEA, the Consultant will immediately contact the appropriate Project Manager.
- 4. **Financial Management** - Consultant will assist Grantee with tracking and managing the financial status of each project.
 - a. Grantee maintains financial statements tracking actual versus budget expenditures.
 - b. Grantee reviews and approves project related invoices and submits to Consultant.
 - c. Consultant reviews project related invoices for conformance with approved project budget and CDBG eligibility.
 - d. Consultant will assist Grantee with preparation and submittal of Request for payment forms including required attachments and signatures.
 - e. Consultant will assist Grantee with disbursement of funds in accordance with CDBG requirements. CDBG funds will be electronically transmitted to Grantee.
 - f. Consultant will assist Grantee with the disbursement of funds acknowledging the 3 Day Rule.
 - g. Consultant will assist Grantee with maintaining Grantee accounting records and source documentation.

- h. If required, Consultant will assist Grantee with preparation and submittal to OCD of budget revisions and revised project time schedule.

Additional financial management activities required for payments to the construction contractor include the following:

- a. **Monthly Pay Estimates** - Consultant reviews monthly pay estimates for documentation of approval by Architect/Engineer and by Grantee.
- b. Prior to approval of construction pay estimates, Consultant assists Grantee with verifying contractor has submitted required Section 3 and Labor Standards documents.
- c. **Change Orders** - If approved, Consultant makes necessary adjustments to the budget/expenditure tracking.
- d. **Final Payment Construction Contractor** - Prior to final payment, Consultant will assist Grantee with verifying submission of a clear lien certificate by the prime contractor.
- e. Ensure original or copy of all documents are filed in "File No. 3 - Financial Management" and uploaded to the OCD Data Storage Website.

- 5. **Citizen Participation** - During the Construction Phase, the Consultant will assist Grantee with monitoring for any citizen complaints.

- a. The Consultant assists Grantee with monitoring for any citizen complaints. The Consultant will notify the appropriate Project Manager and OCD of any written citizen complaints received by the Grantee and assist the Grantee with responding to the complaint.
- b. Consultant will assist Grantee with resolution of citizen complaints, if any - 15 days.

- c. Ensure original or copy of all documents are filed in “File No. 4 - Citizen Participation” and uploaded to the OCD Data Storage Website.

6. **Procurement** - Consultant will assist Grantee with procurement activities during Phase V –Construction Phase of additional goods and services as required. Consultant will observe and track the construction phase of the project to ensure compliance with CDBG procurement procedures. If CDBG funds will be used to pay for the goods or services, then CDBG procurement procedures must be followed. In general, procurement shall be made using one of the following methods depending on the type of service to be procured.

- a. **Small Purchase Method** - This method uses relatively simple and informal procurement methods which will be used where the purchase of materials, supplies, equipment, and/or other property will not cost in the aggregate more than \$30,000 and for construction with a cost of less than \$100,000 except where further limited by State law or CDBG policy. The small purchase procedure can also be utilized to procure professional services with the exception of A/E design services costing less than \$100,000.
- b. **Competitive Sealed Bids** - Under this procedure, bids are publicly advertised in accordance with the State’s Public Bid Law.
- c. **Competitive Negotiation** - This method involves the use of request for proposals or qualification statements.
- d. **Non-Competitive Negotiation/Sole Source** - This method shall only be used when all other methods are not feasible. Written authorization from OCD is required prior to utilizing this method.
- e. Ensure original or copy of all documents are filed in “File No. 5 – Procurement” and uploaded to the OCD Data Storage Website.

7. **Residential Anti-Displacement -**

If the Grantee proposes any activity that will result in the demolition of dwelling units or the displacement of individuals, the Consultant will notify the appropriate Project Manager. A meeting between OCD staff and all concerned parties will be required.

8. **Section 504** - Consultant will assist Grantee with “good faith” efforts during Phase V – Construction to further Section 504.
 - a. Consultant assists Grantee with monitoring for any Section 504 complaints. The Consultant will notify the appropriate Project Manager and OCD of any written Section 504 complaints received by the Grantee and assist the Grantee with responding to the complaint.
 - b. Ensure original or copy of all documents are filed in “File No. 8 - Section 504” and uploaded to the OCD Data Storage Website.
9. **Fair Housing** - Consultant will assist Grantee with “good faith” efforts during Phase V – Construction to further fair housing.
 - a. Consultant assists Grantee with monitoring for any Fair Housing complaints. The Consultant will notify the appropriate Project Manager and OCD of any written Fair Housing complaints received by the Grantee and assist the Grantee with responding to the complaint.
 - b. Ensure original or copy of all documents are filed in “File No. 9 - Fair Housing” and uploaded to the OCD Data Storage Website.
10. **Equal Opportunity** - Consultant will assist Grantee with “good faith” efforts during Phase V – Construction to further Equal Opportunity.
 - a. If additional procurement activities occur during this phase, the Consultant will assist the Grantee with “good faith” efforts to solicit participation of minority- and female-owned businesses.

- b. Consultant assists Grantee with verifying that construction contractor has posted Equal Employment Opportunity posters at the project site.
- c. Consultant assists Grantee with monitoring construction contractor's hiring efforts for Equal Employment Opportunity efforts.
- d. Consultant assists Grantee with monitoring for any Equal Opportunity complaints. The Consultant will notify the appropriate Project Manager and OCD of any written Equal Opportunity complaints received by the Grantee and assist the Grantee with responding to the complaint.
- e. Ensure original or copy of all documents are filed in "File No. 10 - Equal Opportunity" and uploaded to the OCD Data Storage Website.

11. **Section 3** - Consultant will assist Grantee with "good faith" efforts during Phase V - Construction to further Section 3.

- a. If additional procurement activities occur during this phase, the Consultant will assist the Grantee with "good faith" efforts during procurement to solicit participation of Section 3 business concerns.
- b. Consultant monitors construction contractor's hiring efforts for Section 3 compliance.
- c. Consultant assists Grantee with monitoring for any Section 3 complaints. The Consultant will notify the appropriate Project Manager and OCD of any written Section 3 complaints received by the Grantee and assist the Grantee with responding to the complaint.
- d. Ensure original or copy of all documents are filed in "File No. 11 – Section 3" and uploaded to the OCD Data Storage Website.

12. **Labor Compliance -**

- a. Consultant will assist Grantee in verifying that the construction contractor has posted required wage rate decision and labor related posters at the project site.
- b. Contractor and sub-contractor(s) submit weekly payroll forms and related documentation to Consultant.
- c. Consultant will assist Grantee in reviewing certified payrolls and related documentation for compliance including proper labor classification, proper wage rates, overtime pay, and allowable deductions (deduction authorization forms, apprenticeship forms and Statements of Compliance).
- d. If required, Consultant will assist Grantee and contractor with obtaining additional labor wage rate classifications.
- e. Consultant will assist Grantee with conducting on-site employee interviews as required to ensure contractor compliance with Davis Bacon.

Minimum Interview Requirements:

Some employees of the prime contractor, sub-contractors whose contract award is \$100,000 or more and any sub-contractor with a large number of payroll problems must be interviewed. OCD has defined “some” to mean at least 50% of the laborers and at least 1 worker of each of the remaining classifications present on the job site on the day of the interview.

- f. If discrepancies and/or violations are identified, the Consultant will assist Grantee with ensuring needed corrections are made promptly including corrected payrolls and payroll restitution.
- g. If restitution is involved, Consultant obtains a Certified Corrected Payroll, obtains documentation of restitution by the contractor, and resolves liquidated damages if overtime violations under CWHSSA exist.

- h. If restitution is not involved, Consultant has the discretion to make corrections to the payroll documents or to request the contractor submit a corrected payroll depending on the severity of the error.

Force Account Labor:

If Grantee chooses to use force account labor for the project construction, Consultant coordinates a meeting with Grantee, Project Manager and OCD for a detailed discussion of force account labor requirements.

- i. If required, the Consultant will assist Grantee in consulting with DRU Labor Compliance Officer regarding CWHSSA liquidated damages assessments for overtime violations and debarment recommendations.
- j. Consultant will assist Grantee in maintaining full documentation of Federal labor standards administration and enforcement activities.
- k. Ensure original or copy of all documents are filed in “File No. 12 – Labor Compliance” and uploaded to the OCD Data Storage Website.

- 13. **Disclosure Report** - Consultant assists Grantee with monitoring additional procurement activities for any procurement that requires an updated Disclosure Report.

- a. If an updated Disclosure Report is required Consultant will assist Grantee with completing and transmitting to OCD an updated Disclosure Report.
- b. Ensure original or copy of all documents are filed in “File No. 13 – Disclosure Report” and uploaded to the OCD Data Storage Website.

- 14. **Property Acquisition** – Consultant assists Grantee with monitoring construction to ensure construction activity occurs on

property owned by the Grantee, or within servitudes previously obtained by the Grantee, or in accordance with permits issued by another governmental entity.

- a. Consultant will notify the appropriate Project Manager and OCD if construction activity occurs outside the above areas and assist the Grantee with corrective action.
- b. Ensure original or copy of all documents are filed in “File No. 14 – Property Acquisition” and uploaded to the OCD Data Storage Website.

Phase VI- Closeout Phase

A. Overview

The Closeout Phase is divided into two parts; project closeout for each individual project and program closeout for entity-level closeout both primarily involving preparation of project/program completion reports and providing financial reporting for project/program closeout.

B. Project/Program Closeout Tasks

1. **Project Selection, Development and Implementation** - The primary goal of this phase is to assist the Grantee with completing the Project or Program Completion Report.
 - a. Consultant will assist Grantee with holding performance hearing. Refer to item 5 – Citizen Participation.
 - b. **Project/Program Completion Report forms include:**
 - i. Cover Sheet
 - ii. Citizen Participation Information
 - iii. Grant Progress Form
 - iv. Project/Program Beneficiary Form
 - v. Applicant Data Form
 - vi. Housing Opportunities Form
 - vii. Miscellaneous Information Form
 - viii. Section 3 Report
 - c. In addition to the Project/Program Completion Report, the Consultant will assist Grantee with completing and submitting the Certificate of Completion.
 - d. Consultant will assist Grantee with Final Wage Compliance Report.

Project/Program will be conditionally closed out upon OCD approval of Project/Program Completion Report. Final Closeout will be issued by OCD upon submission of an audit report(s) covering all project/program expenditures.

- e. Consultant will assist Grantee with the preparation and submittal of closeout documents.
- f. Ensure original or copy of all documents are filed in “File No. 1 – Project Selection, Development and Implementation” and uploaded to the OCD Data Storage Website.

2. **Record Keeping System** - Consultant will assist Grantee with updating Grantee files to ensure the information contained in each file is current and in the proper file folder.

- a. Consultant will assist Grantee with ensuring all files are properly protected and secured.
- b. Consultant will assist Grantee with responding to requests for documents from OCD, Division of Administration, State Legislative Auditor, HUD, the Comptroller General of the United States, and any of their duly authorized representatives or agents.
- c. Consultant will assist Grantee with responding to requests for documents under the Freedom of Information Act and/or the Louisiana Public Records Law (LSA-R.S. 44:1 et seq.)

In addition to maintaining the Grantee’s file system, the Consultant will upload an electronic copy of all documents to the OCD Data Storage Website.

3. **Cooperative Endeavor Agreement** - No action required during this phase.

- a. If required, Consultant will assist Grantee with amending CEA to reflect actual expenditures.

4. **Financial Management** – Consultant will assist Grantee with final payments and financial reporting with the project/program closeout.

- a. Grantee maintains financial statements tracking actual versus budget expenditures.

- b. Consultant will assist Grantee with disbursement of funds in accordance with CDBG requirements. CDBG funds will be electronically transmitted to Grantee.
- c. Consultant will assist Grantee with the disbursement of funds acknowledging the 3 Day Rule.
- d. Consultant will assist Grantee with finalizing Grantee accounting records and source documentation.
- e. Consultant will track actual verses budgeted expenditures.
- f. If required, Consultant will assist Grantee with preparation and submittal to OCD of budget revisions and revised project time schedule.
- g. Consultant will assist Grantee with final financial reporting related to project/program closeout.
- h. Ensure original or copy of all documents are filed in "File No. 3 - Financial Management" and uploaded to the OCD Data Storage Website.

5. **Citizen Participation** - During the Closeout phase, the Consultant will assist Grantee in holding a public hearing.

HUD WAIVED THE SPECIFIC REQUIREMENTS OF 24 CFR 570.486 RELATING TO PUBLIC HEARINGS FOR THE CLOSEOUT OF THE PROJECT. IF THE GRANTEE ELECTS TO HOLD A PERFORMANCE REVIEW PUBLIC HEARING, THE GRANTEE SHOULD COMPLY WITH THE FOLLOWING ITEMS.

- a. Consultant will assist Grantee with selecting date, time and place for a public hearing.
- b. Consultant will assist Grantee with preparation of a notice of public hearing and transmittal to local newspaper (5 day minimum).
- c. Consultant verifies notice of public hearing appears in newspaper and obtains proof of publication.

- d. Consultant attends public hearing and will assist the Grantee with preparation of attendance list and minutes.
 - e. If any written comments are received by the Grantee relative to the performance hearing, the Consultant will assist the Grantee in responding to the comment in consultation with the appropriate Project Manager and OCD.
 - f. Consultant will assist Grantee with citizen participation reporting for project/program closeout.
 - g. Ensure original or copy of all documents are filed in "File No. 4 - Citizen Participation" and uploaded to the OCD Data Storage Website.
6. **Procurement** - No action required during this phase.
7. **Residential Anti-Displacement** - No action required during this phase.
8. **Section 504** - Consultant will assist Grantee with Section 504 reporting for project/program closeout.
- a. Ensure original or copy of all documents are filed in "File No. 8 - Section 504" and uploaded to the OCD Data Storage Website.
9. **Fair Housing** - Consultant will assist Grantee with Fair Housing reporting for project/program closeout.
- a. Consultant will assist Grantee with completing Housing Opportunities Form in Program Completion Report.
 - b. Ensure original or copy of all documents are filed in "File No. 9 - Fair Housing" and uploaded to the OCD Data Storage Website.
10. **Equal Opportunity** - Consultant will assist Grantee with Equal Opportunity reporting for project/program closeout.
- a. Consultant will assist Grantee with completing Project/Program Beneficiary Form and Applicant Data Form in Project/Program Completion Report.

- b. Ensure original or copy of all documents are filed in “File No. 10 - Equal Opportunity” and uploaded to the OCD Data Storage Website.
- 11. **Section 3** - Consultant will assist Grantee with completion of Section 3 summary report for project/program closeout.
 - a. Consultant will assist Grantee with completion of Section 3 Report Form in the Project/Program Completion Report.
 - b. Ensure original or copy of all documents are filed in “File No. 11 – Section 3” and uploaded to the OCD Data Storage Website.
- 13. **Labor Compliance** - Consultant will assist Grantee with labor compliance reporting for project/program closeout.
 - a. Consultant will assist Grantee with completion and submittal of the Final Wage Compliance Report.
 - b. Ensure original or copy of all documents are filed in “File No. 12 – Labor Compliance” and uploaded to the OCD Data Storage Website.
- 14. **Disclosure Report** - No action required during this phase.
- 15. **Property Acquisition** - No action required during this phase.

ATTACHMENT VI, SAMPLE TASK ORDER



STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT
DISASTER RECOVERY UNIT

TASK ORDER NO. 44-CD
CONSULTANT *Name of Firm*
CFMS NUMBER 11111
PROJECT CODE ITS0-001

Page 1 of 5

1. T. O. Title: Local Government Emergency Infrastructure Program
Pre-Application through Closeout - Port of Jefferson Infrastructure Projects
2. Scope of Work: The Consultant will provide necessary personnel on a time and materials basis to assist the Grantee and OCD with oversight, review, technical assistance, and consultation as required to accomplish the objectives of the pre-application through closeout phase activities as described in the current Implementation Plan.
- It is anticipated that one Project Description and one Application will be prepared.
3. Deliverables: 1. Completed PDA(s).
2. Completed Application(s).
3. Evidence, as described in the Implementation Plan or at the direction of OCD, indicating the proper completion of CDBG required tasks.
4. Various other documents prepared by the Consultant and/or other parties. These documents will be reviewed and uploaded to the OCD data storage website.
5. Monthly project tracking report to include project status, actions taken, next steps, estimated project costs, significant process dates, and other pertinent information.
6. Monthly task order tracking report which includes the percent complete, amount of fees invoiced to date, and the amount of allotted time used.
4. Budget: Maximum Task Order Cost \$ -
5. Schedule: Effective Date: November 1, 2010. Completion Date: May 31, 2011.
6. Approvals:
- | | |
|---|-------------|
| <u>Name of Principal/Program Manager</u> | <u>Date</u> |
| <i>Name of Firm</i> | |
| <u>Patrick Forbes, Infrastructure Manager</u> | <u>Date</u> |
| <u>Office of Community Development</u> | |



STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT
DISASTER RECOVERY UNIT

TASK ORDER NO. 44-CD
CONSULTANT *Name of Firm*
CFMS NUMBER 11111
PROJECT CODE ITSO-001

Page 2 of 5

SUPPLEMENT TO TASK ORDER NO. 44-CD

SUMMARY

DESCRIPTION	HOURS	\$ PER HR.	AMOUNT
Principal/Program Manager			\$ -
Project Manager			\$ -
Assistant Project Manager			\$ -
Senior Grant Manager			\$ -
Grant Manager			\$ -
Grant Specialist 2			\$ -
Grant Specialist 1			\$ -
Senior Engineer			\$ -
Mid-Level Engineer			\$ -
Engineer Intern			\$ -
Senior Architect			\$ -
Mid-Level Architect			\$ -
Entry-Level Architect			\$ -
CADD Technician			\$ -
Construction Manager			\$ -
Construction Inspector			\$ -
Planner			\$ -
Scheduler			\$ -
Cost Estimator			\$ -
Project Control Specialist			\$ -
Data Storage Website Manager			\$ -
GIS Specialist			\$ -
Financial Lead			\$ -
Financial Assistant			\$ -
Clerical/Admin Assistant			\$ -
Payroll Review Clerk			\$ -
Interpreter (Spanish)			\$ -
Interpreter (Vietnamese)			\$ -
TOTAL			\$ -



STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT
DISASTER RECOVERY UNIT

TASK ORDER NO. 44-CD
CONSULTANT Name of Firm
CFMS NUMBER 11111
PROJECT CODE ITS0-001

SUPPLEMENT TO TASK ORDER NO. 44-CD

MANHOUR COST ESTIMATE

Page 3 of 5

ACTIVITY (Refer to Implementation Plan)	PROJECT MANAGER	ASST. PROJECT MANAGER	SENIOR ENGINEER	MID-LEVEL ENGINEER	SENIOR GRANT MANAGER	GRANT MANAGER	GRANT SPEC. 2	PROJECT CONTROL SPECIALIST	FINANCIAL LEAD	CLERICAL	TOTAL MANHOURS	TOTAL AMOUNT
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
PRE-APPLICATION PHASE												
<i>Pre-Application Entity Level Tasks</i>												
1. Project Selection, Development, and Implementation											0	\$0
2. Record Keeping System											0	\$0
3. Cooperative Endeavor Agreement											0	\$0
4. Financial Management											0	\$0
5. Citizen Participation											0	\$0
6. Procurement											0	\$0
7. Residential Anti-Displacement											0	\$0
8. Section 504											0	\$0
9. Fair Housing											0	\$0
10. Equal Opportunity											0	\$0
11. Section 3											0	\$0
12. Labor Compliance											0	\$0
13. Disclosure Report											0	\$0
14. Property Acquisition											0	\$0
<i>Pre-Application Project Level Tasks</i>												
1. Project Eligibility											0	\$0
2. Prepare Project Description Package											0	\$0
3. Review Project Description Package											0	\$0
4. Amend Project Description Package											0	\$0
5. Environmental Process Development Steps											0	\$0
APPLICATION PHASE												
1. Project Selection, Development, and Implementation											0	\$0
2. Record Keeping System											0	\$0
3. Cooperative Endeavor Agreement											0	\$0
4. Financial Management											0	\$0
5. Citizen Participation											0	\$0
6. Procurement											0	\$0
7. Residential Anti-Displacement											0	\$0
8. Section 504											0	\$0
9. Fair Housing											0	\$0
10. Equal Opportunity											0	\$0
11. Section 3											0	\$0
12. Labor Compliance											0	\$0
13. Disclosure Report											0	\$0
14. Property Acquisition											0	\$0

ACTIVITY (Refer to Implementation Plan)	PROJECT MANAGER	ASST. PROJECT MANAGER	SENIOR ENGINEER	MID-LEVEL ENGINEER	SENIOR GRANT MANAGER	GRANT MANAGER	GRANT SPEC. 2	PROJECT CONTROL SPECIALIST	FINANCIAL LEAD	CLERICAL	TOTAL MANHOURS	TOTAL AMOUNT
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
PROJECT CLOSEOUT PHASE												
1. Project Selection, Development, and Implementation											0	\$0
2. Record Keeping System											0	\$0
3. Cooperative Endeavor Agreement											0	\$0
4. Financial Management											0	\$0
5. Citizen Participation											0	\$0
6. Procurement											0	\$0
7. Residential Anti-Displacement											0	\$0
8. Section 504											0	\$0
9. Fair Housing											0	\$0
10. Equal Opportunity											0	\$0
11. Section 3											0	\$0
12. Labor Compliance											0	\$0
13. Disclosure Report											0	\$0
14. Property Acquisition											0	\$0
TOTAL HOURS	0	0	0	0	0	0	0	0	0	0	0	
TOTAL COSTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0